

Bihar Urban Infrastructure Development Corporation Ltd.
(A Govt. of Bihar Enterprises)



Request for Proposal
for

EMPANELMENT OF VENDORS FOR SUPPLY OF COMMUNITY TOILET AND MOBILE TOILET (Steel Make Goods) FOR URBAN LOCAL BODIES IN BIHAR.

VOLUME-1 of 3

(Ref. Notification Number:- BUIDCO/YO-899/17-73, Date : - 14-12-2017)



Bihar Urban Infrastructure Development Corporation Limited
(A Govt. of Bihar Undertaking)

2nd Floor, S.F.C Building, Daroga Prasad Roy Path, R. Block, Road no.02, Patna -800 001

Tel: 0612-2506109, Fax-0612-2506132, Website:- [http://: buidco.in](http://buidco.in),

Email: mdbuidco@gmail.com



Bihar Urban Infrastructure Development Corporation Limited

(A Govt. of Bihar Undertaking)

2nd Floor, S.F.C. Building, Daroga Prasad Rai Path, R. Block, Road no.02, Patna -800 001

Tel: 0612-2506109, Fax-0612-2506132, Website:- <http://www.buidco.in>, Email: mdbuidco@gmail.com

EXPRESSION OF INTEREST (EOI) (EMPANELMENT FOR SUPPLY OF COMMUNITY TOILET AND MOBILE TOILET (STEEL MAKE GOODS) FOR URBAN LOCAL BODIES IN BIHAR)

NIT No:-BUIDCo/YO-899/17-73

Date : - 14-12-2017

- Bihar Urban Infrastructure Development Corporation Limited (BUIDCo)**, a nodal agency for executing urban infrastructure projects in the state of Bihar, invites Application cum Rate Quotation from reputed manufacturer/authorised dealer/distributor for their empanelment and supply of **COMMUNITY TOILET AND MOBILE TOILET (STEEL MAKE GOODS)** under a centralised procurement arrangement for supply of Goods to all Municipal Corporation/Council Town in Bihar.
- Goods to be supplied are mentioned below, further details may be referred in EOI Document which can be downloaded from tender section of BUIDCo website <http://buidco.in> from **27/12//2017 onwards**.

Sl. No.	Equipment/Goods	Sl. No.	Equipment/Goods
1	Portable Toilet /Urinal Block (Steel Make)	4	Bunk House Community Toilet (Steel Make)
	i) Single User		i) 1 Toilet & 4 Urinal
	ii) Four User		ii) 3 Toilet & 3 Urinal
2	Portable Bio Toilet (Steel Make)		iii) 3 Toilet & 10 Urinal
	i) 1 Pan		iv) 6 Toilet & 4 Urinal
	ii) 2 Pan		v) 3 Toilet & 7 Urinal & 1 Bathroom
	iii) 4 Pan		vi) 12 Toilet
	iv) 10 Pan		vii) 12 Bathroom
3	Mobile Toilet (Steel Make)	5	Mobile Bio Toilet (Steel Make)
	i) 4 Seater		i) 4 Seater
	ii) 6 Seater		ii) 6 Seater
	iii) 10 Seater		iii) 10 Seater

3. Eligibility Criteria

- The Applicant should be manufacturer/authorized dealer/distributor of Goods(s) having incorporation or registered in India for at least 5 years as on 31 March 2017.
- The applicant should have minimum experience of supply applicable aforesaid goods for 5 years in India.
- The average annual turnover of the Applicant should be Rs. 6 Crore for OEM/authorized dealer/distributor of Good(s) during 3 financial year i.e 2014-15, 15-16 & 16-17
- The applicant should have supplied the applicable Goods to any Government Dept/ Public Sector undertaking/Urban local Body/Private Agencies/Export Orders in bulk order(s) of such quantity (ies) as mentioned in EOI Document. Other eligibility criteria may be referred in EOI Document.
- Interested bidders may submit their proposal documents along with bid document cost Rs 10,000.00 (non-refundable in form of bank draft) and EMD for each equipment/goods (ref. clause EMD Index) EMD amount in form of Bank Guarantee/ D.D in any scheduled bank payable in favour of **Managing Director, BUIDCo, Patna, payable at Patna**, as per the provision of RFP document on or before the application due date and time specified in the RFP document.

4. Bidding Schedule

- Availability of EOI Document: - **From 27/12//2017 at BUIDCo Website**
- Pre-Application Meeting: - **At 03:00 PM on 05/01/2018**
- Last Date of Submission of EOI: - **Up to 3:00 PM on 19/01/2018**
- Opening of EOI Application (Technical & Financial): -
 - Technical - **At 3:30 PM on 19/01/2018**
 - Financial - **Will be communicated through website later on.**

All further communication and notification regarding EOI Document and Bid process shall be issued in the form of Addenda on the website of BUIDCo only. Applicants are advised to visit the BUIDCo website time to time. No liability will be accepted by BUIDCo for downloading incomplete document(s). BUIDCo reserves the right to accept or reject any or all EOIs without incurring any obligation to inform the affected applicant/s of the grounds.

Sd/-
(Chief General Manager)
BUIDCo

RFP For the Following Equipment/Goods

Sl. No.	Equipment/Goods	Sl. No.	Equipment/Goods
1	Portable Toilet /Urinal Block (Steel Make)	4	Bunk House Community Toilet (Steel Make)
	i) Single User		i) 1 Toilet & 4 Urinal
	ii) Four User		ii) 3 Toilet & 3 Urinal
2	Portable Bio Toilet (Steel Make)		iii) 3 Toilet & 10 Urinal
	i) 1 Pan		iv) 6 Toilet & 4 Urinal
	ii) 2 Pan		v) 3 Toilet & 7 Urinal & 1 Bathroom
	iii) 4 Pan		vi) 12 Toilet
	iv) 10 Pan		vii) 12 Bathroom
3	Mobile Toilet (Steel Make)	5	Mobile Bio Toilet (Steel Make)
	i) 4 Seater		i) 4 Seater
	ii) 6 Seater		ii) 6 Seater
	iii) 10 Seater		iii) 10 Seater

1. Eligibility Criteria:

- The Applicant should be manufacturer/ authorized dealer/distributor of Goods(s) having incorporation or registered in India for at least 5 years as on 31 March 2017.
- The applicant should have minimum experience of supply applicable aforesaid goods for 5 years in India.
- The average annual turnover of the Applicant should Rs. 6 Crore for OEM/ authorised dealer/distributor of Good(s).
- The applicant should have supplied the applicable Goods to any Government Dept/ Public Sector undertaking/Urban local Body/Private Agencies/Export Orders in bulk order(s) of such quantity (ies) as mentioned in EOI Document.

Other eligibility criteria may be referred in EOI Document.

All further communication and notification regarding EOI Document and Bid Process shall be issued in the form of Addenda on the website of BUIDCo only. Applicants are advised to visit the BUIDCo website time to time. No liability will be accepted by BUIDCo for downloading incomplete document (s). BUIDCo reserves the right to accept or reject any or all EOIs without incurring any obligation to inform the affected applicant/s of the grounds.

Bidding Schedule	
Availability of EOI Document	From 27-12-2017 at BUIDCo website
Pre-Application Meeting	At 3:30 PM on 05-01-2018
Last Date of Submission of EOI	Up to 3:00 PM on 19-01-2018
Opening of EOI	Technical - At 3:30 PM on 19/01/2018 . Financial - Will be communicated through website later on

Sd/-
Chief General manger
BUIDCo

2nd Floor, S.F.C. Building, Daroga Prasad Rai Path, R. Block, Road no.02, Patna -800 001
Tel: 0612-2506109, Fax-0612-2506132, Website:- <http://www.buidco.in>, Email: mdbuidco@gmail.com

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ABBREVIATIONS

Abbreviations	Expanded
AMC	Annual Maintenance Contract
EMD	Earnest Money Deposit
GoI	Government of India
GR	Goods Receipt
BUIDCo	Bihar Urban Infrastructure Development Corporation Ltd.
INR	Indian Rupee
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PoA	Power of Attorney
EOI	Expression of Interest

Section I Instructions to Bidders

Definitions

- a) “**Authorized Signatory**” means the bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm
- b) “**Bidder**” means any firm/ agency/ company/ contractor/ supplier/ vendor/dealer/distributors responding to Invitation for Bids and which is participating in the Bid. Also called Offer or Quoter.
- c) “**Contract**” means a legally enforceable agreement entered into between The Purchaser and the selected bidder(s) with mutual obligations
- d) “**Day**” means calendar day
- e) “**BUIDCo**” means Bihar Urban Infrastructure Development Corporation Ltd.
- f) “**Instructions to Bidders**” means the document which provides the Bidders, with all information needed to prepare their Proposals
- g) “**Technical Evaluation Committee**” means the committee that shall evaluate the bids and ensure the empanelment of the bidders
- h) “**Parties**” means the Purchaser and the Service Provider and the “**Party**” means either of the parties.
- i) “**Proposal**” means the Technical Proposal and the Financial Proposal
- j) “**Purchaser**” means Bihar Urban Infrastructure Development Corporation Limited (BUIDCo)
- k) “**EOI**” means the Request for Proposal prepared by The Purchaser for the Empanelment of OEMs/Vendors for Supply of Mobile Toilet and Community Toilet like sanitation equipment (Steel Make Goods) under the Rate Contract
- l) “**Assignment / Job**” means the work to be performed by the bidders pursuant to the Contract
- m) “**End of Life**” (**EOL**) means that the product is in the end of its useful lifetime and a vendor will no longer be marketing, selling, or sustaining a particular product and may also be limiting or ending support for the product
- n) “**Unit Cost**” means cost including installation, commissioning and testing
- o) “**Goods**” the term “goods” includes commodities, raw material, machinery, equipment and industrial plants; and “related services” includes services such as insurance, installation, training, and maintenance during warranty and annual maintenance contract.

Sections of the Bidding Document

The Bidding Document consist of Part 1, Part 2, and 3, which include all the Sections indicated below, and should be read in conjunctions with any Addenda issued in accordance with ITB Clause 12.6 [Amendment of Bidding Document]

Volume I: Bidding Procedures

Section I. Instructions to Bidders (ITB)

Section II. Bidding Forms

Volume II: Supply Requirement

Section III. Schedule of Supply

Volume III: Contract

Section IV A. General Condition of Contract

Section IV B. Particular Condition of Contract

Section IV C. Contract Forms

Background

Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo) [**“Purchaser”**] has been appointed as nodal agency for centralized procurement of municipal equipment such as Mobile Toilet and Community Toilet like sanitation equipment for urban local bodies in Bihar.

In response to its mandate, The Purchaser has made preliminary assessment of demand of Mobile Toilet and Community Toilet like sanitation equipment as given below:

Sl. No.	Equipment/Goods	Sl. No.	Equipment/Goods
1	Portable Toilet /Urinal Block (Steel Make)	4	Bunk House Community Toilet (Steel Make)
	i) Single User		i) 1 Toilet & 4 Urinal
	ii) Four User		ii) 3 Toilet & 3 Urinal
2	Portable Bio Toilet (Steel Make)		iii) 3 Toilet & 10 Urinal
	i) 1 Pan		iv) 6 Toilet & 4 Urinal
	ii) 2 Pan		v) 3 Toilet & 7 Urinal & 1 Bathroom
	iii) 4 Pan		vi) 12 Toilet
	iv) 10 Pan		vii) 12 Bathroom
3	Mobile Toilet (Steel Make)	5	Mobile Bio Toilet (Steel Make)
	i) 4 Seater		i) 4 Seater
	ii) 6 Seater		ii) 6 Seater
	iii) 10 Seater		iii) 10 Seater

The purchaser has invited proposals under rate quotation for empanelment of bidders/supplier for design, supply, installation and commissioning of above Mobile Toilet and Community Toilet like sanitation equipment through notification number.

The quantity of Goods mentioned above is tentative in nature in nature and subject to increase or decrease. The Goods will be procured by the Purchaser from empanelled Suppliers as and when

required in such quantity as requisitioned by various urban local bodies and other relevant departments in Bihar.

Empanelment Terms & Conditions

- i. Sealed Bids are invited for empanelment of Supplier Goods for supply of Goods to various Urban Local Bodies in Bihar on rate contract basis on competitive rates. The selected bidder shall design, supply, test, install and commission the requisite Goods and Related Services directly or through their authorized business partner(s) to the clients against the purchase order issued by the Purchaser.
- ii. Goods will be supplied as per terms and conditions mentioned in Section IV A General Condition of contract goods will be supplied as per terms & conditions mentioned in Section IV B Special Condition of Contract.
- iii. Separate bids will be submitted for empanelment for separate Goods separate cost of bid document and separate EMD for Separate equipment.
- iv. The bid is open to all eligible bidders, subject to fulfilling the Eligibility criteria.
- v. This empanelment is valid for the OEMs or the business partners authorized by the OEMs.
- vi. An OEM can authorize not more than two of its business partners for a product.
- vii. A business partner can submit bid on behalf of one or more OEMs for same product.
- viii. Principal Manufactured & their authorized Agent cannot bid simultaneously for same item/ product in Same Tender.
- ix. If an agent submit on behalf of Principal/OEM the same agent shall not submit of bid on behalf of another principal/OEM in the same tender for the same items/product.
- x. The **empanelment period (“Empanelment Period”)** shall be for an initial period of **Three year**. Rate would be fix for Three years. Only tax changes if any (like sales tax or exise duty tax etc) (like GST & other taxes etc.) are allowed to change in this span. The empaneled vendors shall supply Goods at the rates finalized through bid during the period of empanelment / extended empanelment from empaneled OEMs/Authorised dealers (Warranty by authorized Dealers should be backed up by OEM). Bidders are advised to study this Empanelment EOI document carefully before submitting their proposals in response to the EOI Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. All OEMs are requested to actively participate in the bidding process in order to facilitate empanelment under rate contract
- xi. Bids not submitted as per the specified formats will be out rightly rejected. Compliance to Technical specifications as per Section III Schedule of Supply of the EOI is also required.
- xii. Conditional bids shall not be accepted on any ground and shall be rejected straightway.
- xiii. If any clarification is required, the same should be obtained before submission of the bids as laid down in the EOI and should be submitted at the mailing address: mdbuidco@gmail.com. Queries received other than the mentioned e-mail address shall not be entertained.
- xiv. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipment’s with the Technical Bid. Deviations from technical specifications should be furnished as per the formats given in Schedule of Supply (Section III). Deviation on lower side of specifications will not be considered. No deviations in terms & conditions of the bid document shall be accepted in any case.

- xv. Financial proposal should contain the price schedule' in the format prescribed in **Annexure 9**All prices should be in Indian Rupees. The financial proposal should be per item basis mentioned in the Schedule of Supply (Section III) including taxes.
- xvi. The price for the Goods shall include a complete break-up showing the Basic price, excise duty, other levies, sales tax, packing charges, forwarding charges, freight and insurance charges and other charges if any, shall also be given. Bids not containing the break-up of prices are liable to be rejected. Government levies/duties/taxes on the complete bus as applicable on the date of opening of price bids will be considered for evaluation. In case there is variation in the statutory levies/taxes during the currency of the contract, the same will be payable at actual as per original delivery schedule.
- xvii. Unless agreed in writing with the bidders, the **delivery of the ordered Goods** should be as per the schedule given in Schedule of Supply (Section III).
- xviii. Bidders should have their own **service centers or service tie-up** in major cities in India and preferably in Bihar. Bidder should have after sales support in all major cities of India and preferably in Bihar.
- xix. Quantity of the goods to be supplied will vary from time to time based on the requirement of the ULBs.
- xx. Systems matching the given configuration or higher (make and model) of the system offered will only be accepted for empanelment. The Goods offered under this EOI should not be End of Life.
- xxi. While attempt has been made to keep the technical specifications of the desired products vendor neutral, deviations if any please be informed to The Purchaser.
- xxii. Although the bid is for empanelment of supply of MSW Equipment's/ Goods for fair evaluation of financial bid the bidder should submit the technical as well as financial bid all the tender at bid submission date. The financial bid will be opened along with the technical bid. The empanelment of the bidders will be done as the rate decided after negotiation of the lowest bidders.
- xxiii. If there is any DGS&D rate of the MSW Equipment's/Goods mentioned in NIT is available than empanelment will be done on same rate. If any time during the empanelment period if DGS&D rate provided by Government then empanelled bidders will abide by the DGS&D rate and payment will be done accordingly.

Tender Document Charges:

Bidder is required to pay **INR 10,000/- (Rupees Ten Thousand Only)** towards Tender document charges, at the time of submission of Bids, in the form of a Demand Draft / Pay Order only, failing which the Bids submitted by the Bidder shall be out rightly rejected. The Demand Draft / Pay Order should be drawn in favor of "Managing Director, BUIDCo" and payable at Patna. The Tender document charges are Non - Refundable.

Earnest Money Deposit (EMD):

Bidders shall submit, along with their Bids, EMD of amount mentioned below in the form of a Bank Guarantee (as per the format given at Annexure 8) only in favor of BUIDCo, payable at Patna, valid for six months. EMD in any other form shall not be entertained. **In case of SSI and NSIC registration certificates Tender fees & EMD Exemption norms would be followed only for OEM. Separate EMD will be submitted for separate Group. Bidder has to submit full EMD so as they are participating in any items/goods.**

Sl. No.	Equipment/Goods	EMD Amount
1	Portable Toilet /Urinal Block (Steel Make)	2 Lakhs
	i) Single User	
	ii) Four User	
2	Portable Bio Toilet (Steel Make)	4 Lakhs
	i) 1 Pan	
	ii) 2 Pan	
	iii) 4 Pan	
	iv) 10 Pan	
3	Mobile Toilet (Steel Make)	3 Lakhs
	i) 4 Seater	
	ii) 6 Seater	
4	iii) 10 Seater	
	Bunk House Community Toilet (Steel Make)	7 Lakhs
	i) 1 Toilet & 4 Urinal	
	ii) 3 Toilet & 3 Urinal	
	iii) 3 Toilet & 10 Urinal	
	iv) 6 Toilet & 4 Urinal	
	v) 3 Toilet & 7 Urinal & 1 Bathroom	
vi) 12 Toilet		
vii) 12 Bathroom		
5	Mobile Bio Toilet (Steel Make)	3 Lakhs
	i) 4 Seater	
	ii) 6 Seater	
	iii) 10 Seater	

Tender Timelines

Table 1: Schedule of Bid Process

SNo.	Information	Date & Time
1	Issue of RFP	27-12-2017
2	Pre-Bid meeting	05-01-2018 at 3:30 PM
3	Last date of submission of bids	19-01-2018 by 3:00 PM
4	Opening of EOI Application	19-01-2018 by 3:30 PM
5	Opening of Financial Bids	To be communicated later
6	Contact person for queries <i>Note: Queries should be received through email only</i>	Managing Director, BUIDCo Email: mdbuidco@gmail.com
7	Addressee and Address at which proposal in response to EOI notice is to be submitted	Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo) 2 nd Floor, S.F.C Building, Daroga Prasad Roy Path, R.Block, Road no.-02, Patna -800 001

Eligibility Criteria

a) In Case the bidder is an OEM:

Sl.	Eligibility Criteria	Supporting Documents
1	Should be a Company registered under the Indian Companies Act, 1956 and should have its registered offices in India. It should also be registered with the Service Tax Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last five years.	Certificate of Incorporation Service tax Registration number, CST / VAT/GST certificate allotted by Sales Tax Department, PAN number are mandatory. Attested copies of Articles of Association (in case of registered firm), partnership deed (in case of partnership firm) should be submitted. The details as per Annexure 2 are required to be furnished along with supporting documents
2	The Bidder should be an established Original ISO Certified Equipment Manufacturer in India and should have been in this business for a period exceeding five years as on date of submission of bid.	Work Orders along with the completion Certificate/ satisfactory client Certificate confirming year and Area of activity. ISO certificate should be attached
3	The Bidder should have an experience of supplying the aforesaid and similar material in ULBs of India for at least last five years as on date of submission of bid.	Work Orders along with the Completion Certificate /satisfactory client Certificate confirming year and Area of activity.
4	The Bidder, either directly or through Authorized Dealers should have executed at least 10 major supplies during last 5 years, with a minimum value as mentioned in table of eligibility criteria, to Government Dept./Public Sector Undertaking/Urban Local Body/Service Provider	Xerox copies of Purchase Orders for having executed 10 major supplies during last 5 years.

5	Average Annual sales turnover should be 6 Crores from sale of product(s) during years 2014-15, 2015-16 and 2016-17.	Copy of audited balance sheet as proof of turnover, highlighting the turnover part along with Statutory Auditor certificate in clear terms must be submitted.
6	The OEMs should certify that they have support mechanism either directly or through their authorized channel partners/dealers in India.	Undertaking from the authorised signatory of the OEM/Certificate from Company Secretary/Chartered Accountant of OEM
7	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments	Certificate from the Company Secretary to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.
8	Should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by a court or a judicial officer, their business activities have not been suspended and they are not the subject of legal proceedings for any of the foregoing.	A self-declaration signed by the Authorized Signatory must be submitted
9	Should be an ISO 9001:2008 or equivalent or higher level certified Company or BIS in respect of manufacturing, assembly, processing of Goods.	Valid Quality Certificate from a nationally or globally recognized Institution for their manufacturing / assembly / facilities anywhere located in India should be attached

In case bidder is an authorized business partner:

Sl.	Eligibility Criteria	Supporting Documents
1	Should be a Company registered under the Indian Companies Act, 1956 and should have its registered offices in India. It should also be registered with the GST & appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last five years.	Certificate of Incorporation Service tax Registration number, CST / VAT/GST certificate allotted by Sales Tax Department, PAN number are mandatory. Attested copies of Articles of Association (in case of registered firm), partnership deed (in case of partnership firm) should be submitted. The details as per Annexure 2 are required to be furnished along with supporting documents
2	A manufacturer's authorization form along with a declaration from OEM(Both of the OEM and authorized business partner must have the ISO Certification)	Provide necessary proof as supporting document / MAF in the format specified at Annexure-4.(ISO CERTIFICATE should be attached for OEM and business partner both)
3	The Bidder should have the dealer/distributor/business partner of specific OEM for particular product for at least consecutive last 5 years . Failing which will lead to rejection of their bid.	Provide necessary proof as supporting document (as signed and OEM authorized signatory) and work order copy /completion certificate
4	The Bidder should have an experience of supplying the aforesaid and similar material in ULBs of India for at least consecutive last Five years.	Work Orders along with the Completion Certificate /satisfactory client Certificate confirming year and Area of activity
5	The Bidder or its OEM should have executed at least 10 major supplies during last 5 years, with a minimum value for each item as mentioned in table of eligibility criteria, to Government	Xerox copies of Purchase Orders for having executed 10 major Supplies during last 5 years.

	Dept/Public Sector Undertaking/ Urban Local Body.	
6	Average Annual sales turnover should be 6 Crore from sale of product(s) during financial years 2014-15, 2015-16 and 2016-17.	Copy of audited balance sheet as proof of turnover, highlighting the turnover part along with Statutory Auditor certificate for the particular OEM products.
7	The OEMs should certify that they have support mechanism either directly or through their authorized channel partners/dealers in India.	Undertaking from the authorised signatory of the OEM/Certificate from Company Secretary/Chartered Accountant of OEM
8	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments	Certificate from the Company Secretary to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.
9	Should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by a court or a judicial officer, their business activities have not been suspended and they are not the subject of legal proceedings for any of the foregoing.	A self-declaration signed by the Authorized Signatory must be submitted
10	Should be an ISO 9001:2008 or equivalent or higher level certified Company and BIS certified manufacture company in respect of manufacturing, assembly, processing of Goods.	Valid Quality Certificate from a nationally or globally recognized Institution for their manufacturing / assembly / facilities anywhere located in India should be attached

S.No.	Equipment/Goods	<u>In case bidder is an OEM - Min. Value (in Lakhs)/ Number of cumulative order in last 5 Years</u>	<u>In case bidder is an authorized business partner - Min. Value (in Lakhs)/ Number of cumulative order in last 5 Years</u>
		2	3
01	Portable Toilet /Urinal Block	50 Lakhs or 20 nos	25 Lakhs or 10 nos
	i) Single User		
	ii) Four User		
02	Portable Bio Toilet	50 Lakhs or 20 nos	25 Lakhs or 10 nos
	i) 1 Pan		
	ii) 2 Pan		
	iii) 4 Pan		
	iv) 10 Pan		
03	Mobile Toilet	50 Lakhs or 20 nos	25 Lakhs or 10 nos
	i) 4 Seater		
	ii) 6 Seater		
	iii) 10 Seater		
04	Bunk House Community Toilet	50 Lakhs or 20 nos	25 Lakhs or 10 nos
	i) 1 Toilet & 4 Urinal		

	ii) 3 Toilet & 3 Urinal		
	iii) 3 Toilet & 10 Urinal		
	iv) 6 Toilet & 4 Urinal		
	v) 3 Toilet & 7 Urinal & 1 Bathroom		
	vi) 12 Toilet		
	vii) 12 Bathroom		
05	Mobile Bio Toilet	50 Lakhs or 20 nos	25 Lakhs or 10 nos
	i) 4 Seater		
	ii) 6 Seater		
	iii) 10 Seater		

Note:

- a) No bid shall be eligible for evaluation unless a certificate to the effect that the prices being offered are not higher than the prices offered to any government department as on the day of bidding is to be given by every bidder. In case, if at any point of time it is found that the rates offered to The Purchaser are higher than the rates offered to other Department for the similar make & model, the vendor would be liable to pay the differential amount to The Purchaser failing which the MoU/Empanelment Agreement shall be cancelled and performance security forfeited.
- b) The Bidders are required to furnish documents to establish their eligibility (as per the format defined in Annexure 12) for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, should be highlighted. If bid is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained. However, the Purchaser reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents. All documents should be submitted in hardcopy (one set) as well as softcopy (one set on read only CD).
- c) Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect or incomplete, their bid shall be summarily rejected and no correspondence on the same shall be entertained.
- d) The Bid Submitted by any Bidder not fulfilling the Eligibility Conditions as per Section 4 above will not be considered. The bidder should also adhere to the Annexure-1 and Annexure-7 with a declaration from an authorized signatory. A copy of Power of Attorney should also be attached along the same.
- e) Each Annexure will be treated as a separate bid for purpose of evaluation, processing and ordering.
- f) The thickness of Stainless steel may be quoted rate in different gauge also.

Technical Evaluation

The technical evaluation will be done for only those bidders who qualify the eligibility criteria.

- a) Technical Evaluation Committee (TEC) set up by The Purchaser will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the bid. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this EOI

- b) Technical evaluation would be carried out for each of the item being empaneled. The Technical evaluation criterion will be compliance against the technical specifications mentioned in Volume 2 of this EOI. The decision of the evaluation committee in this regard would be final.

During Technical Evaluation, the quoted product shall be physically verified for the required bid specifications, tested for reliability, functionality, benchmarked and other features as decided by TEC / BUIDCo. In case the vendor fails to bring the quoted products within the prescribed limit given by the Purchaser for evaluation, the bid shall be rejected and EMD forfeited. In case TEC decides to inspect the equipment's at Bidder's / OEM's premises, the expenditure on travel and stay will be borne by the Bidders. The Purchaser may if desired change the evaluation method / procedure as per their convenience and requirement.

- c) If during the technical evaluation, any of the System fails the performance / acceptance testing then no subsequent chance will be given to the Bidder.

d) In their own interest, the bidders are advised to ensure that all the items brought by them for evaluation conform to all tendered technical parameters / specifications and are functional. Systems not meeting complete bid specifications will not be considered for evaluation.

e) For Technical Evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation and consumable required, from their organization for interacting with TEC and evaluation team as and when required. If the required specialist along with proper documentation is not made available by Bidders, then the bids for such defaulting Bidders will be rejected.

Financial Evaluation

The Financial proposal of only those bidders who qualify in the technical evaluation would be opened.

- a) The evaluation committee would determine for each item whether the Financial Proposals are complete and unconditional.
- b) The total price indicated in the Financial Proposal shall be considered for this purpose.
- c) Percentage (%) of **taxes** etc. if any, to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the bids and during the validity of the empanelment. Variation in tax rates has to be borne by the Purchaser.
- d) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of Supplies ('Bid Price'). Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the bidder. Failure to abide the tender conditions may result into forfeiture of EMD.
- e) Any conditionality included in the financial bid will lead to summary disqualification of the entire bid and forfeiture of the EMD.

Empanelment of Bidders

- a) A maximum of 4 bidders will be empaneled for an equipment or vehicle. Purchaser reserves the right to waive this condition in certain categories of items/products.
- b) The bidder who has the lowest financial price would be termed as L1 for that particular item. The

bidder quoting as second lowest would be L2, L3 and so on

- c)** All technically qualified bidders have to match the L1 price of similar specification. The Purchaser reserves the right to waive this condition in certain categories of items/products.
- d)** The maximum period allowed for matching the L1 rates by any Bidder will not be more than 7 working days from the date of issuance of offer letter from The Purchaser. If the Bidder fails to match the L1 rates within stipulated time as stated above, the offer will be treated as withdrawn.
- e)** If the price difference between L1 and L2 is more than 20%, The Purchaser reserves the right to disqualify the L1 bidder, Final decision will rest with The Purchaser in this regard.
- f)** The Purchaser reserves the right to cancel the entire bidding process at any point of time without any justification.
- g)** The empanelment under this bid, is exclusively for the procurements proposed to be made by The Purchaser during the validity of the empanelment or its extended period of validity.
- h)** The empanelment will be valid for a period of 36 (Thirty-Six) months in the first instance from the date of empanelment. It may be extended for a further period, if required by the Purchaser with mutual consent.
- i)** All empaneled Bidders shall have to enter into a written agreement with The Purchaser for honoring all bid conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by The Purchaser on behalf of its client departments.
- j)** Any reduction in prices of items due to Government or Company Policy should be passed on to the Purchaser.
- k)** In case, if at any point of time it is found that the rates offered to the Purchaser are higher than the rates offered to other Department for the similar make & model, the vendor would be liable to pay the differential amount to the Purchaser failing which the Performance Security will be forfeited and empanelment will be canceled.
- l)** In the event of an empaneled Company or the concerned division of the Company is taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with the Purchaser, should be passed on for compliance to the new company. If the acquiring company does not honor the obligations and the execution responsibilities agreed with the Purchaser, the rate contract with the firm will be terminated and PBG shall be forfeited.
- m)** In case any selected L1 bidder does not sign the empanelment within seven days of communication from the Purchaser, the offer would be treated as withdrawn and the bidder's EMD will be forfeited. If other (L2, L3, L4 etc.) bidders refuses to sign the empanelment after matching L1 rates, their EMD will be forfeited and offer will be extended to other qualified bidders to make a panel. Such defaulting bidder may also be debarred from participating in the Purchaser bids for a period of Three years.
- n)** In case of empaneled bidder is found in breach of any condition(s) of bid or supply order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least five years, for further dealings with the Purchaser.
- o)** The bidder should declare their preferred business partner in case they are not bidding directly.
- p)** The Purchaser may, at any time, terminate the empanelment by giving written notice to the empaneled vendor without any compensation, if the empaneled vendor becomes bankrupt or otherwise insolvent,

provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

- q)** Bid Validity Period: The bid shall be valid for a period of 180 days from the date of submission
- r)** The Purchaser reserves the right to suspend the short-listing process, accept or reject any or all bid at any stage of the process and or modify the entire process or any part thereof at any time without assigning any reason whatsoever.
- s)** Bids are to be submitted in hardcopy (two sets) and Soft Copy (One Sets) latest by the date and mentioned in Clause 7 in the BUIDCo office as per the address given there in.

Instruction to Bidders:

1.1 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the bid documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications
- b) The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD
- a) The bidder must comply with all the terms and conditions given in this document and their offer must be unconditional

1.2 Proposal Preparation Costs

- a) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Purchaser to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) This EOI does not commit the Purchaser to award a contract or to engage in negotiations.
- c) Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- d) All materials submitted by the bidder as a part of the bid will become the property of the Purchaser.

1.3 The Purchaser's right to terminate the process

- a) The Purchaser may terminate the bid process at any time and without assigning any reason and any compensation. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone
- b) This bid does not constitute an offer by the Purchaser. The bidder's participation in this process may result in the Purchaser selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Purchaser to execute a contract or to continue negotiations. The Purchaser may terminate negotiations at any time without assigning any reason.

- c) All materials submitted by the bidder become the property of the Purchaser

1.4 Pre-Bid Meeting

The Purchaser will hold a pre-bid meeting with the prospective bidders mentioned as per the Clause 7.

1.5 Bidder's inquiries and the Purchaser's responses

- a) All enquiries / clarifications from the bidders, related to this EOI, must be directed in writing through email only exclusively to the contact person notified in this EOI document. The queries should be submitted in the following format:

Table 2: Format for submitting queries

Bidder's Name & Address			
S No.	EOI Document Reference(s) (Section & Page Number(s))	Content of EOI requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			

- b) The preferred mode of delivering written questions to the aforementioned contact person would be through email or hardcopy as mentioned in Clause 3. Telephone calls will not be accepted. In no event will the Purchaser be responsible for ensuring that bidders' inquiries have been received by the Purchaser.
- c) After publication of the EOI, the contact person notified by the Purchaser will begin accepting written questions from the bidders. the Purchaser will endeavor to provide a full, complete, accurate, and timely response to all questions. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any; neither response nor does the Purchaser undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be Displayed on the website of the Purchaser and will not be intimated individually.
- d) No request for clarification from any bidder will be entertained after last date mentioned as per the Table 1 of Section 4.

1.6 Amendment of Bid document:

- a) At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid Document by an amendment.
- b) The amendment will be notified and uploaded on the website of the Purchaser for the information of all intending bidders.
- c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

1.7 Supplemental information to the EOI:

If the Purchaser deems it appropriate to revise any part of this EOI or to issue additional data to clarify

an interpretation of provisions of this EOI, it may issue supplements to this EOI. Any such corrigendum shall be deemed to be incorporated by this reference into this EOI.

1.8 Earnest Money Deposit (EMD):

- a) Bidders shall submit, along with their Bids, **EMD of the amount mentioned is serial no 06**, in the form of a Bank Guarantee (as per the format at Annexure 8) only in favor of the Purchaser, payable at Patna, valid for six months. EMD in any other form shall not be entertained. This EMD is irrespective of the number of items quoted for.
- b) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.
- c) Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not sooner/earlier as 30 days after the award of the contract to the successful bidder.
- d) Separate EMD will be submitted for separate Group. Bidder has to submit full EMD so as they are participating in any numbers of items/goods
- e) The EMD may be forfeited:
 - i. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period or finalization of empanelment, whichever is earlier, if any; or
 - ii. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the EOI (refer Annexure-10)
 - iii. Any violation of the conditions of EOI
- f) The EMD shall be submitted with the technical bid in a separately sealed envelope. Bids submitted without adequate EMD will be liable for rejection.
- g) In case of SSI and NSIC registration certificates only for OEM Tender fees & EMD Exemption norms would be followed.

1.9 Submission of Proposal

- a) The bidders should submit their responses as per the format given in this bid in the following manner:
 - Technical Proposal - (1 Original + 1 Copy + 1 CD) in first envelope
 - Financial Proposal - (1 Original) in second envelope
- b) The Response to Technical Proposal and Financial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Financial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c) Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
- d) The two envelopes containing copies of Technical Proposal and Financial Proposal should be put in another single sealed envelope clearly marked "Response to EOI for Empanelment of vendors - <EOI Reference Number> and the wordings "DO NOT OPEN BEFORE <Date andTime>".
- e) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared

"Late".

- f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g) The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h) In case of any discrepancy observed by the Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- i) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

1.10 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of Tender.

1.11 Purchaser's Rights

- a) The Purchaser reserves the right to cancel this bid or modify the requirement without assigning any reasons. The Purchaser will not be under obligation to give clarifications for the same.
- b) The Purchaser reserves the right that the work can be allocated to any of the empaneled vendors.
- c) The Purchaser also reserves the right to relax any of the terms & conditions of the bid.
- d) The Purchaser, without assigning any further reason can reject any bid(s), found deficit in any manner
- e) The Purchaser also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure. Bidder(s) are, therefore, directed to submit the bid carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the firm.

Refund of EMD

The Earnest Money Deposit (EMD) will be refunded as follows.

- a) In the case of those bidders who fail to qualify the eligibility criteria, the Earnest Money Deposit (EMD) (Refer Annexure-8) will be refunded without any interest accrued immediately thereafter.
- b) In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of TEC's recommendations. (Refer Annexure 13)
- c) In case of those bidders whose bids are accepted for the empanelment, EMD will be refunded on receipt of Performance Bank Guarantee / Security Deposit
- d) Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of the Purchaser, valid for warranty period and shall be renewed by the bidder till Empanelment lasts or the orders placed

are executed, whichever is later. No interest will be payable for the Security Deposit.

- e) On completion of the warranty period and annual maintenance of ordered items, the Security Deposit without any interest accrued shall be released after ascertaining that satisfactory support has been provided during the period. In case, it is found that appropriate satisfactory support has not been provided by the Bidder, the Purchaser will ensure that the prescribed penalty for the default in service has been realized or shall be recovered from the Bidder out of already due payments. All penalties imposed by the end user shall be passed onto the bidder on back to back basis.
- f) Bidders applying for refund of EMD shall have to submit an undertaking as per format given at annexure-13 in order to release the EMD.

Sample submission

The bidder has to submit the sample of each quoted item at the time of tender due date or When asked by the procurement committee to provide so. Failing to submit the sample under stipulated time frame will lead to rejection of their bid.

Quality Assurance certificate

The bidder must have to attach or submit the Quality assurance certificate of all the quoted equipments/goods along with the technical bid of clearly mentioning and specified about the features and specification according to the RFP 2/3.

Miscellaneous

- a) The empanelment under this bid is not transferable.
- b) The decision of the Purchaser arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present bid and the Bidder may also be liable to be debarred from bidding for the Purchaser bids in future for a period of at least Three years.
- c) Any conditions mentioned in their bids by the bidders which are not in conformity to the conditions set forth in the bid will not be accepted by the Purchaser. All the terms and conditions for the supply, testing and acceptance, payment terms penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the bid should be attested properly by the bidders, failing which the bid will be rejected.
- d) The Purchaser may use this bid for executing any projects anywhere in India during the validity of this bid.
- e) In addition to the supporting technical documents, the enclosures as mentioned in List of Enclosure are required to be submitted with the technical bid.
- f) The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-a-vis urgent commitments. The Purchaser also reserves the right to accept /reject any bid, to cancel / abort bid process and / or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the Purchaser.
- g) Any default by the bidders in respect of bid terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.

- h) The Tenderer should fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the Performance of the tender.

ANNUAL MAINTENANCE CONTRACT (AMC)

1. Payment will be made on quarterly basis after submission of bills. Failing of which we will have the right to suspend our services after 10 days of written information to the department.
2. Facilitate routine visit of Service Engineer from the bidder.
3. Rate does not include any consumable like Diesel, Hydraulic Oil, and Mobil Oil etc. which will be provided by the department.
4. Rubber parts like; Suction Hose, Jetting Hose, Nozzles, Couplings will not be covered under this maintenance contract.
5. Any damage in the machine due to accident, fire, theft, riots will not be covered under warranty.
6. Any sorts of maintenance of chassis will be in the department's scope and will not be covered under maintenance contract.
7. Parking space and space for maintenance will be given by the department.
8. Washing facility of the machine will not be covered under this contract.
9. Painting of the machine will not be covered under this contract.
10. Rates are for 08 Hour per day.
11. All Government Holiday & Sunday will be off day.
12. Chassis maintenance will be taken care by department.

Section II: Bid Forms

Annexure 1: Bid Form

(To be submitted on the Letterhead of the responding agency)

(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, S.F.C Building,

Daroga Prasad Roy Path,

R. Block Road no.-02, Patna -800 001

Reference: EOI Notification no

Subject: Submission of proposal in response to the EOI for Empanelment for supply of Community Toilet and Mobile Toilet (Steel Make Goods) for ULBs in Bihar

Dear Sir,

- 1 Having examined the EOI document, we, the undersigned, herewith submit our proposal in response to your EOI Notification no <xxx> dated <<>> for EOI for Empanelment for supply of Community Toilet and Mobile Toilet (Steel Make Goods) under the Rate Contract to the Purchaser, in full conformity with the said EOI document.
- 2 We have read the provisions of the EOI document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 3 We agree to abide by this proposal, consisting of this letter, the detailed response to the EOI and all attachments, for a period of 180 days from the closing date fixed for submission of proposals as stipulated in the EOI document.
- 4 The Security of Rs. _____ (Rupees _____) submitted by us in the form of a Bank Guarantee may be encashed if we do not submit the requisite Empanelment Guarantee for “Empanelment of vendors for Supply of Mobile Toilet and Community Toilet like sanitation equipment (Steel Make Goods) under the Rate Contract to BUIDCo”, if we are selected for empanelment.
- 5 We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- 6 We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- 7 Having examined the RFP (Ref. No. xxxxxx dated xxxxx) including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the following items including installation and commissioning in conformity with the said bid in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of this bid:

Sl. No.	Items

- 8 We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule communicated by the Purchaser.
- 9 We agree to abide by this bid for the period of 30 calendar days after the date of empanelment by the Purchaser or any of the addenda and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
- 10 Until a formal contract is prepared and executed, this bid, together with the the Purchaser's written acceptance thereof and the Purchaser's notification of award, shall constitute a binding contract between us.
- 11 We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 12 We agree that the Purchaser will be the Single Point of Contact for us, for the entire goods and services to be delivered by us in case our bid is accepted.
- 13 We understand that the Purchaser is not bound to accept any bid which the Purchaser may receive.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney / Letter of Authorization authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.

Annexure 2: Particulars of the Bidder

SNo.	Information sought	Details to be furnished
1.	Name and Registered address of the bidding Company. Specify Telephone Number, Fax Number, Website address of the bidding Company	
2.	Incorporation status of the firm (public limited /private limited /partnership etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.(if any)	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for Service Tax, Income Tax, Sales Tax / GST	
8.	Key Person (s) details at Head Office / Registered Office. Specify Name, Designation, Address, Email, Phone nos. and Mobile Number	
9.	Name, Designation, Address, Email, Phone nos. and Mobile Number of Authorized Person for this empanelment	
10.	Classification i.e Manufacturer (OEM), Authorized dealer, please specify	
11.	Number of years experience in manufacturing / dealing the proposed equipments/products	
12.	Annual Turnover in last 3 years	2016-17 2015-16 2014-15

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Annexure 3: Service Support Details

Sl. No.	State Name	Name, Address & Telephone / Fax the Service Centre	Whether own branch or franchise?
1.			
2.			
3.			
4.			

Annexure 4: Manufacturer's Authorization Form

(To be submitted on the Letterhead of the OEMJ

To,
Managing Director
Bihar Urban Infrastructure Development Corporation Ltd.
2ndFloor, S.F.C Building,
Daroga Prasad Roy Path,
R. Block Road no.-02, Patna -800 001

Reference: EOI Notification no

Dear Sir,

We _____ are established and reputed manufacturers of the following items:

- 1) <Name of the Item being supplied>
- 2) <Name of the Item being supplied >

We do hereby authorize M/s _____ (Name & Address of the Vendor) to offer their quotation, negotiate and conclude the contract with BUIDCo against the above invitation for empanelment offer.

We hereby extend our full guarantee, warranty and AMC support as per terms and conditions of the EOI and the contract for the equipment and services offered against this invitation for bid offer by the above firm. In case the above firm defaults on providing the AMC support, we assure that the necessary AMC support will be provided by us to BUIDCo.

Place:

Date:

Manufacturer's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: *The letter of authority should be on the letterhead of the manufacturing firm and should be signed by a competent person of the manufacturer. Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.*

Annexure 5: Manufacturer's Undertaking

(To be submitted on the Letterhead of the OEM)

To,
Managing Director
Bihar Urban Infrastructure Development Corporation Ltd.
2nd Floor, S.F.C Building,
Daroga Prasad Roy Path,
R. Block Road no.-02, Patna -800 001

Reference: EOI Notification no

Dear Sir,

We _____ are established and reputed manufacturers of the following

items:

1. <Name of the Item being supplied>
2. <Name of the Item being supplied >

We do hereby agree that we will not refuse supply of items to BUIDCo.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

Place:

Date:

Manufacturer's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: *The letter of authority should be on the letterhead of the manufacturing firm and should be signed by a competent person of the manufacturer. Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.*

Annexure 6: Declaration that the Bidder has not been blacklisted

(To be submitted on the Letterhead of the responding agency i.e. bidder)

(Place)

(Date)

To,

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, S.F.C Building,

Daroga Prasad Roy Path,

R. Block Road no.-02, Patna -800 001

Reference: EOI Notification no

Subject: Self-Declaration of not been blacklisted in response to the EOI for Empanelment for Supply of Mobile Toilet and Community Toilet like sanitation equipment (Steel Make Goods) for ULBs in India.

Dear Sir,

We confirm that our company, _____ is not blacklisted in any manner whatsoever by any of the state and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

***Note:** The Bidder shall necessarily provide a copy of 'Power of Attorney authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.*

Annexure 7: Compliance Letter

(To be submitted on the Letterhead of the responding agency)

(Place)

(Date)

To,
Managing Director
 Bihar Urban Infrastructure Development Corporation Ltd.
 2nd Floor, S.F.C Building,
 Daroga Prasad Roy Path,
 R. Block Road no.-02, Patna -800 001

Reference: EOI Notification no
Subject: Compliance in response to the EOI for Empanelment for Supply of Mobile Toilet and Community Toilet like sanitation equipment (Steel Make Goods) for ULBs in India.

Dear Sir,

We, _____, hereby agree to comply with the following:

SNo.	Requirements
1.	We have read the provisions of the EOI document and confirm that the Terms & Conditions mentioned in the EOI are acceptable to us. We, further, accept that additional conditions, variations, deviations, assumptions, if any, found in our proposal shall not be given effect to and may even lead to our bid being rejected.
2.	None of the equipment and their components are declared "End-of- Life" by the Respective suppliers in next three years as on date of submission of Bid ¹ .
3.	The Supplier does not have the right to refuse to supply of items to BUIDCo
4.	The Supplier shall provide warranty support to the user department.
5.	The Supplier shall ensure availability of spare parts at reasonable price during the economic life of Goods offered ² .

1 Provision of End of Life shall be applicable only for all motorized vehicular Goods. It may be accordingly struck off by Bidders if not applicable

2 Provision of spare parts availability shall not be applicable to the supplier so f non-motorized vehicular Goods.

It may be accordingly struck off by Bidders if not applicable

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note:

- The Bidder shall necessarily provide a copy of 'Power of Attorney authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.*
- Provide documentary evidence to substantiate the signatory is an authorized signatory for the manufacturing firm.*

Annexure 8: EMD-Format for Bank Guarantee

e-Stamp of Rs 1000

Bank Guarantee: _____ [number of Bank Guarantee]

Date: _____ -

To

Managing Director

Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, S.F.C Building,

Daroga Prasad Roy Path,

R. Block Road no.-02, Patna -800 001

Email : Tenders @buidco.in

Website:http://www.buidco.in

(Where in referred to as Employer)

Bank Guarantee :

Date : _____

Amount : _____

Whereas M/s _____ [*Name of the entity*] , a _____ [*legal description of entity and statute under which it is incorporated*] having its Registered Office at _____ [*address of Registered Office*] (Hereinafter called the Supplier) has submitted its Technical and Financial proposals for _____ [*name of work/assignment/project*] (Herein after called the Proposal) Dated _____, against the Employer's Notice Inviting Tender (NIT)/ Request for Proposal (RFP) having agreed to furnish a Bank Guarantee to the Employer against Bid Security as Stipulated by the Employer in the Request For Proposal(RFP) Amounting to Rs _____ (Rupees _____ Only)

We [*Name of Bank*], [*address of the branch issuing bank guarantee*] (Hereinafter called the Bank) having our registered Office at [*address of registered office*] are bound unto Managing Director, Bihar Urban Infrastructure Development Corporation (BUIDCO) (Hereinafter after called the Employer) in the Sum of Rs _____ [*amount of bank guarantee*] for which the payment will and truly be made to the said Employer, The Bank binds itself as successors and assigns by these Presents.

The Conditions of this obligations are

1. If the Supplier withdraws or amends, impairs or derogates from the proposal in any respect within the period of validity of this Proposal.
2. If the Supplier having been notified of the acceptance of its proposal by the Employer during the period of its validity

- a) fails or Refuses to Furnish the Performance Security for the due performance Security for the Due Performance of the Contract, OR
- b) fails or refuses to accept / Execute the Contract. OR
- c) if it comes to Notice that the Information/Documents Furnished for its proposal is incorrect, False, Misleading or Forged

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force up to the date (.. days after the period of bid validity) and any demand in respect thereof should reach the bank not later than the above date.

This guarantee is non-assignable and non-transferable.

Notwithstanding anything contained herein above:

- (I) Our Liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ Only)
- (II) This Bank Guarantee shall be valid up to _____ [last date of Proposal Validity].
- (III) We are liable to pay the guaranteed Amount or any part thereof under this Bank Guarantee only if you serve upon us as a written Claim or Demand (and which should be received by us), on or before _____ [... days after proposal validity period] whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

Signature: _____

Signed By: _____

Designation: _____

Annexure 9: Financial Bid Format Non Chassis Item

Rates should be quoted as per the Technical Specifications.

S#	Item Code	Unit Cost (1)	Taxes in% (taxes) (2)	Taxes in INR (3)	Total Price

Please Note:

1. For consideration of the financial bid, the rates GST must be quoted as per Col 3 of the above given table. It is mandatory to provide all the required information, otherwise bid will be rejected.
2. A panel of bidders for each configuration will be formed. For this BUIDCo will ask other technically qualified bidders to match the L1 rates for that configuration. Thus, by way of giving successive opportunity for matching the L1 rate a panel of bidders will be formed for each technically qualified configuration. The decision of BUIDCo arrived at above will be final for empanelment and no representation of any kind shall be entertained. If none of the bidders L2, L3, L4 agree to match L1 rates then L1 alone shall be on the panel.
3. The above rates are inclusive of packing, forwarding, freight, insurance, installation, Commissioning, warranty or any other charges for supply in Patna/Specified ULB,Bihar
4. BUIDCo, if desire, waive the condition of matching L1 price in certain. Decision on this regard will be taken after receipt of financial bids.

Authorized Signatory Name:

Date:

Place: SEAL

Annexure 9 A (Financial Bid Format) for Chassis Items

A. Rates should be quoted unit item as per the Technical Specifications.

Sl. No.	Item Code	Unit Cost (1)		Taxes in % (Please specify the breakup of applicable)	Taxes in INR (Please specify the breakup of applicable taxes) (3)		Total Unit Cost Including Taxes (4 = 1+3)	
		In figures	In words		In figures	In words	In figures	In words

B Rates of Annual Maintenance Support

Service item	Description	Unit of Measurement	Year after Supply & Commissioning	Cost of service INR	% of Taxes	Total cost of service including Taxes	Total cost of service including Taxes in words INR
1	Annual Maintenance Support for 3 years after supply excluding Cost of Spares but including Manpower	One Year	1st Year				
			2nd Year				
			3rd Year				
Total Amount 'B' INR							

Please Note:

- For consideration of the financial bid, the rates of GST must be quoted as per Col 3 of the above given table. It is mandatory to provide all there quired information, otherwise bid will be rejected.
- The above rates are inclusive of packing, forwarding, freight, freight insurance, installation, Commissioning, warranty or any other charges for supply to the Consignee (ULB in Bihar specified in the Purchase Order)

3. The bidder is required to fill in the total price with warranty as per the applicability of the item code else their bid will be liable for rejection.
4. Evaluation of Financial bid for Lowest Bidder shall be carried differently for Supply of Item & AMC.

Authorized signatory

Name: _____ Date: _____

Place: SEAL

Annexure 10: Performance Bank Guarantee

BANK GUARANTEE NO.

DATE:

PERIOD OF BANK GUARANTEE: VALID UPTO (14 months from the date of Empanelment)

AMOUNT OF GUARANTEE:

To

The Managing Director,
Bihar Urban Infrastructure Development Corporation Ltd.
2nd Floor, S.F.C Building,
Daroga Prasad Roy Path,
R. Block Road no.-02, Patna -800 001

THIS DEED OF GUARANTEE EXECUTED ON THIS _____ Day of _____ 2017 by <Name

of the Bank issuing guarantee> a scheduled bank / corporate body, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the ‘Guarantor Bank’ (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favour of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), Bihar Urban Infrastructure Development Corporation Ltd., Bihar Urban Infrastructure Development Corporation Ltd. 2nd Floor, S.F.C Building, Daroga Prasad Roy Path, R. Block Road no.-02, Patna -800 001 (hereinafter referred to as “Beneficiary” which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Empanelment Notification NO. -----dated -----(Hereinafter called the “Empanelment Notification”) for empaneling M/s. ----- for supply of Mobile Toilet and Community Toilet like sanitation equipment (Steel Make Goods) (Hereinafter referred to as ‘the Empaneled Agency’) stands accepted by the Empaneled Agency.

And whereas to ensure due performance of the obligations to the satisfaction of the beneficiary towards providing support to BUIDCo under the said empanelment and in terms thereof by the empaneled agency as aforesaid, the Guarantor Bank at the request of the Empaneled Agency has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

In consideration of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), the beneficiary, having empaneled the agency for a period of 36 months for providing Mobile Toilet and Community Toilet like sanitation equipment at the specified rates to BUIDCo, we (Name of the Guarantor Bank) do hereby undertake as under:

- a. To indemnify and keep indemnified the beneficiary to the extent of the sum of INR <<>> for the losses and damages that may be caused to or suffered by the beneficiary in the event of non-performance or not meeting the commitments of this empanelment and further undertake to pay immediately on demand to the beneficiary the amount claimed under this guarantee not exceeding

INR <<>>without demur and without Beneficiary needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

- b. The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary or up to (mention date - i.e. 38 months from the date of order) which is earlier.
- c. This guarantee shall not in any way be affected by the change in the constitution of the Empaneled Agency or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary.
- d. Notwithstanding anything contained above the liability of the guarantor Bank under this deed of guarantee is restricted to INR <<>>. This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the beneficiary serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed

this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place

For

Date

Authorized Signatories Seal

Annexure 11: Service Centers

The following information for service centers operational for more than 3 years, may be given. For franchisee / OEM centers the vendor shall produce a copy of the valid agreement/undertaking from franchises/OEM. BUIDCo would verify the information furnished here and if found incorrect the bid is liable to be rejected.

S.No.	Location	Details of Center (Name, Address, Phone nos)	Technical manpower strength	Contact person with mobile No.	Year of Setup	Own centreOr Franchisee	Whether Sparesarestoc ked (Y/N)
1.							
2.							
3.							

Annexure 12: Format for Checklist for Eligibility Criteria

Sl.	Requirement	If Included (Yes or No)	Refer to Page No.
1	Bid Form		
2	Incorporation status/Certificate of the firm (public limited /private limited /partnership etc.)		
3	ROC Reference No. (if any)		
4	Document proving years of experience in manufacturing/re-sales of proposed equipment's		
5	Balance Sheet for last 3 years		
6	CST / VAT / GST certificate allotted by Tax Department		
7	PAN number		
8	Attested copies of Articles of Association (in case of registered firm), partnership deed (in case of partnership firm)		
9	Earnest Money Deposit Certificate		
10	Bid Form		
11	Particulars of the Bidder		
12	Manufacturer's Authorization Form (In case of Vendor/dealer)		
13	Service Support Details with Escalation Matrix		
14	Manufacturer's undertaking		
15	Declaration that the bidder has not been blacklisted		
16	Compliance Letter		
17	EMD - Format for Bank Guarantee		
18	Financial Bid Format		
19	Service centers		

Annexure 13: Proforma for Refund of EMD

(On Company's Letter Head)

Dated:

To,
Managing Director
Bihar Urban Infrastructure Development Corporation Ltd.
2nd Floor, S.F.C Building,
Daroga Prasad Roy Path,
R. Block Road no.-02, Patna -800 001

Subject: Refund of EMD of Rs. /- against Tender no.....

Sir,

The tender proceedings have been done in our presence as per rules and regulations. Both technical and financial bids were scrutinized as per rules. We had participated in the bid and since we have not been the successful bidder, so we request you to kindly release the EMD. It is also undertaken that all the submission made by us/ undertaking/affidavit given are true to the best of our knowledge. We do not have any grievances against the process nor we intent to go into litigation proceedings at a later stage.

We are waiting for your kind confirmation.

In case you need any further clarifications or confirmation, we shall provide the same immediately.

Thanking you and assuring you of our best services and attention at all times, we remain,

Thanking You.

Yours Faithfully (Name
of the Firm)

(Authorized Signatory)

Bihar Urban Infrastructure Development Corporation Ltd.
(A Govt. of Bihar Enterprises)



Request for Proposal
for

**EMPANELMENT OF VENDORS FOR SUPPLY OF COMMUNITY
TOILET AND MOBILE TOILET (Steel Make Goods) FOR URBAN
LOCAL BODIES IN BIHAR.**

VOLUME-2 of 3

SCHEDULE OF SUPPLY

(Ref. Notification Number: BUIDCo/YO-899/17-73, Date : - 14-12-2017)



Bihar Urban Infrastructure Development Corporation Limited

(A Govt. of Bihar Undertaking)

2nd Floor, S.F.C Building, Daroga Prasad Roy Path, R. Block, Road no.02, Patna -800 001

Tel: 0612-2506109, Fax-0612-2506132, Website:- [http://: buidco.in](http://buidco.in),

Email: mdbuidco@gmail.com

Sl. No.	Equipment/Goods
1	Portable Toilet /Urinal Block (Steel Make)
	i) Single User
	ii) Four User
2	Portable Bio Toilet (Steel Make)
	i) 1 Pan
	ii) 2 Pan
	iii) 4 Pan
	iv) 10 Pan
3	Mobile Toilet (Steel Make)
	i) 4 Seater
	ii) 6 Seater
	iii) 10 Seater
4	Bunk House Community Toilet (Steel Make)
	i) 1 Toilet & 4 Urinal
	ii) 3 Toilet & 3 Urinal
	iii) 3 Toilet & 10 Urinal
	iv) 6 Toilet & 4 Urinal
	v) 3 Toilet & 7 Urinal & 1 Bathroom
	vi) 12 Toilet
	vii) 12 Bathroom
5	Mobile Bio Toilet (Steel Make)
	i) 4 Seater
	ii) 6 Seater
	iii) 10 Seater

Delivery and Completion Schedule

Delivery of Goods and Related Services should be carried out as per provisions of Purchase Order after mutually discussed between Supplier & BUDCO which may be issued by the Purchaser time to time for such quantity as may be required by the concerned Urban Local Bodies in Bihar or any other department in Bihar.

G A Drawing:

GAD with all dimensions and makes of accessories shall be submitted to purchaser for approval.

Note: All Photographs are indicative only.

Material: Stainless Steel will be used, Rate for Different Gauge or Grade may be also quote by Bidder.

1. Portable Toilet /Urinal Block (Steel Make)

i. Single User

Description:

The prefabricated PORTABLE toilet shall be suitable for mounting on plain ground. The components shall be fabricated and assembled at factory. The cabin shall be made by using stainless steel (304) as per the detailed specifications given herein.

Overall Size: 3'6" (w) x 3'6" (D) x 7' (H) (Approx)

Floor / Base:

The base shall be single piece moulded with required outlets. Special handle shall be provided on two side of toilet block for easily shifting, loading and un-loading the whole block. The floor should be made up of stainless steel (304).

Wall / Roof (Super structure):

The super structure of toilet shall be of rectangular shape. A special top cap shall also be fixed on top of toilet for natural light and air vent. The wall/roof/WC/Doors should be made up of stainless steel (304).

Sanitation & Plumbing work:

1 No. Italian Urinal /pot shall be provided inside. 1 No. stainless steel (304) washbasin shall be provided.

1 No. Tap shall be provided.

Electrical Work:

1 No. Bulb Point with switch shall be provided inside the toilet.

2 Exhaust Fan for Ventilation.

Doors:

Stainless steel (304) Sheet of 18 Gauge with 16 gauge frame.

Note- Side Panel should be Stainless Steel (304) of 16 Gauge

Roof Top should be of SS (304) of 22 Gauge.

ii. Four User

Description:

The prefabricated PORTABLE toilet shall be suitable for mounting on plain ground. The components shall be fabricated and assembled at factory. The cabin shall be made by using stainless steel (304) as per the detailed specifications given herein.

Overall Size of each unit: 3'6" (w) x 3'6" (D) x 7' (H) (Approx)

Floor / Base:

The base shall be single piece moulded with required outlets. Special handle shall be provided on two side of toilet block for easily shifting, loading and un-loading the whole block. The floor should be made up of stainless steel (304).

Wall / Roof (Superstructure):

The superstructure of toilet shall be of rectangular shape. A special top cap shall also be fixed on top of toilet for natural light and air vent. The wall/roof/WC/Doors should be made up of stainless steel (304).

Sanitation & Plumbing work:

1 No. Italian Urinal /pot shall be provided inside each unit.

1 No. stainless steel (304) Washbasin shall be provided in each unit.

1 No. Tap in each unit.

Electrical Work:

1 No. Bulb Point in each unit with switch shall be provided inside the toilet.

2 Exhaust Fan for Ventilation.

Doors:

Stainless steel (304) Sheet of 18 Gauge with 16 gauge frame.

Note- Side Panel should be Stainless Steel (304) of 16 Gauge

Roof Top should be of SS (304) of 22 Gauge.

2. Portable Bio Toilet (Steel Make)

a. 1 Pan

b. 2 Pan

c. 4 Pan

d. 10 Pan

Description

Prefabricated toilet shall be made up of SS (304), suitable for mounting on plain ground. The components shall be fabricated at factory for easy to assembly at site.

Size

a) 1 Pan Toilet : - 3'6" (w) x 3'6" (D) x 7' (H) (Approx)

b) 2 Pan Toilet : 3'6" (w) x 3'6" (D) x 7' (H) (Approx) each unit

c) 4 Pan Toilet : 2 Units Back to Back 3'6" (w) x 3'6" (D) x 7' (H) (Approx) each unit

d) 10 Pan Toilet : 5 Units Back to Back 3'6" (w) x 3'6" (D) x 7' (H) (Approx) each unit

Structure

The supported Structure like corner column, Door frame etc. shall be made out with 1 mm thick stainless steel (304) folded sections.

Wall Panel

The wall should be of stainless steel (304) sheet. The total thickness of panel shall be 16 Gauge.

Roof Panel

The Roof Panel shall be made out with 22 Gauge stainless steel (304) sheet at outer side.

Toilet Seat

The I.W.C. type Toilet seat shall be made out with stainless steel (304) Material. 1 No. P trap shall be provided with each toilet seat. This seat is kept on Bio digester tank.

Wash basin

1 no. stainless steel (304) wash basin at outside of toilets shall be provided in each toilet.

Water Tank

Plastics Loft tank (Black) for water storage shall be provided at rear side of Toilet blocks. The tank shall be installed on proper stainless steel (304) stand.

For 1 Pan toilet : 300 liters capacity tank (1 No) shall be provided.

For 2 Pan toilet : 500 liters capacity tank (1 No) shall be provided

For 4 Pan toilet : 1000 liters capacity tank (500 Ltr x 2 nos) shall be provided.

For 10 Pan toilet : 2500 liters capacity tank (500 Ltr x 5 nos) shall be provided.

Bio digester Tank

1 No stainless steel (304) Bio digester tank shall be supply with each toilet block. The bio digester tank shall be made out with stainless steel (304) material including internal partition, media etc. The tank should have an inlet and outlet pipe etc.

For 1 Pan toilet : 300 liters capacity Bio tank (1 No) shall be provided.

For 2 Pan toilet : 500 liters capacity Bio tank (1 No) shall be provided

For 4 Pan toilet : 1000 liters capacity Bio tank (500 Liter x 2 nos) shall be provided

For 10 Pan toilet : 2500 liters capacity Bio tank (500 Liter x 5 nos) shall be provided

Accessories for Sanitation

The require PVC pipes for drainage and water line shall be provided with each unit.

Electrical Work:

The following items shall be provided for each toilet.

1. 1 No. small exhaust fan

2. 1 No. lamp

Doors:

Stainless steel (304) Sheet of 18 Gauge with 16 gauge frame.

Note- Side Panel should be Stainless Steel (304) of 16 Gauge

Roof Top should be of SS (304) of 22 Gauge.

Mobile Toilet

I. 4 Seater

SPECIFICATION OF STAINLESS STEEL MOBILE TOILET VAN (04 SEATERS)

S NO.	DESCRIPTION	
1	Length of Van	10'
2	Breadth of Van (including fixed walk way)	8'
3	Height of Van	10'
6	SLUDGE Tank	500 Litres
7	Water Tank Plastic	500 L
8	Panel size-	3'6" x 3'6"

MATERIAL TO BE USED

1. BASIC SUPERSTRUCTURE: -

S NO.	DESCRIPTION	
1	Long Member- MS CHANNEL	100X50mm
2	Cross member- MS CHANNEL	75X38mm
3	Gussets- MS CHANNEL	75X38mm

2. DOORS CENTER PILLARS, W.C. SUPPORT &FRAMES: -

S NO.	DESCRIPTION	
1	Door Pillar - Hollow Sq. Pipe	25x50mm
2	W.C. Support MS Channel	75X38mm
3	Frame- Hollow Sq. Pipe	25x25mm

3. FRP TANK:-

S NO.	DESCRIPTION	
1	SLUDGE Tank.	500 Litres

4. LADDER &WALKWAY: -

S NO.	DESCRIPTION	
1	Ladder width SQ PIPE SS (304)	27 inch
2	Foldable Ladder Nos.	02 Nos.

3	Walk way aluminium thk.	3mm
6	SS FLAT STRIP	25X3

5. PANEL,ROOF & FLOORING:-

S NO.	DESCRIPTION	
1	Panel type	STAINLESS STEEL PANNEL – 16 Gauge
2	Roof type	SS sheet 22 Gauge
3	Inside Flooring type.	SS Integrated IWC

6. PAINT MATERIAL TYPE: -

S NO.	DESCRIPTION	Qty
1	NC PUTTY	ASIAN
2	PRIMER - 2 COTTED	ASIAN
2	ENAMEL PAINT – 2 COTTED	ASIAN

7. ELECTRICAL & OTHER FITTING: -

S NO.	DESCRIPTION	Qty
1	Inside LED Bulbs points	10 no.
2	Outside LED light points	03 no.
3	Door type(material)	STAINLESS STEEL
4	Mirror	2 no.
5	Exhaust Fan in Each Cabin	1 No.

8. SANITARY FITTING: -

S NO.	DESCRIPTION	Qty
1	Water tank SS	500 ltr
3	wash Basin (SS)	2 no.
4	Towel Rod SS	1no.
5	Soap Tray SS	2 No
7	Taps SS	12 no.

9. WHEEL ARRANGEMENT: -

S NO.	DESCRIPTION	Qty
1	Axle	02
2	TYRE	04
3	TUBE	04
4	RIM	04

DETAIL SPECTFICATION OF STANDARD MOBILE TOILET VAN (6 SEATER)

S NO.	DESCRIPTION	
1	Length of Van	12'8"
2	Breadth of Van (including fixed walk way)	8'9"
3	Height of Van	10'
6	Sludge Tank stainless steel (304).	750 L
7	Water tank	500 L
8	Door size H/W	1'10"x5'11"
9	Panel size-	3'6" x 3'6"
10	Toilet Sheet (Indian + WC) stainless steel (304)	06
10	Wash basin	02

MATERIAL TO BE USED

1. BASIC SUPERSTRUSTURE:-

S NO.	DESCRIPTION	
1	-Long Member- MS CHANNEL	100X50mm
2	-Cross member- stainless steel (304) CHANNEL	75X38mm
3	-Gussets- stainless steel (304) CHANNEL	75X38mm

2. DOORS CENTER PILLARS,W.C. SUPPORT & FRAMES:-

S NO.	DESCRIPTION	
1	Door pillar- Hollow Sq. Pipe	25x50mm
2	W.C. Support Channel-	75X38mm
3	-Frame- Hollow Sq. Pipe	25x25mm

4. LADDER & WALKWAY:-

S NO.	DESCRIPTION	
1	Ladder width	27 "
2	Ladder nos.	02 Nos.

3	Walk way aluminium thk.	2mm
4	stainless steel (304) Angle	35X5mm
5	stainless steel (304) ANGLE	25X3mm
6	stainless steel (304) FLAT STRIP	25X3mm

5. PANEL,ROOF & FLOORING:-

S NO.	DESCRIPTION	
1	Panel type	= Single stainless steel (304) Panel , thickness APPROX- 16 Gauge
2	Roof type	= SS Sheet of 22 Gauge.
3	Inside Flooring type.	= stainless steel (304) Integrated

6. SLUDGE DISPOSAL ARRANGEMENT:-

S NO.	DESCRIPTION	
1	Valve type – Gate valve/butterfly valve/other (specify)	
2	Disposal pipe arrangement- PVC Flexible Pipe 3”	6.0 Mtr.

7. PAINT MATERIAL TYPE

S NO.	DESCRIPTION	
1	NC PUTTY	ASIAN
2	PRIMER - 2 COTTED	ASIAN
2	ENAMEL PAINT – 2 COTTED	ASIAN

8. ELECTRICAL & OTHER FITTING:-

S NO.	DESCRIPTION	
1	Inside Bulbs points	3 no.
2	Outside Tube light points	2 no.
3	Door type(material)	SS (304) of 18 Gauge with 16 gauge frame

4	Mirror	2 No.
5	Exhaust Fan in Each Cabin	1 No.

SANITARY FITTING:-

S NO.	DESCRIPTION	
1	Water tank	500 ltr
3	wash Basin stainless steel (304)	2 no.
4	Towel rod stainless steel (304)	2 no.
5	Soap tray	2 no.
7	Taps	8 no.

9. WHEEL ARRANGEMENT:-

S NO.	DESCRIPTION	
1	Axle type and size – Sq.	50 MM-02
2	Bearing Hub	04
3	Heavy duty Spring leaf	04
4	TYRE	04
5	TUBE	04
6	RIM	04

II. 10 Seater

DETAIL SPECIFICATION OF STANDARD MOBILE TOILET VAN(05 for Ladies Compartments & 05 For Gents Compartments

S NO.	DESCRIPTION	SIZE (Non-Bio Toilet Design)
-------	-------------	---------------------------------

1	Length of Van	19'7"
2	Breadth of Van (including fixed walk way)	9'2"
3	Height of Van	10'
6	Sludge Tank (FRP) Approx.	1300 ltrs
7	Water tank	750 ltrs
8	Door size H/W	1'10"x5'11"
9	Panel size-	3'6" x 3'6"

MATERIAL TO BE USED

1. BASIC SUPERSTRUCTURE:-

S NO.	DESCRIPTION	
1	-Long Member- MS CHANNEL	100X50mm
2	-Cross member- stainless steel (304) CHANNEL	75X38mm
3	-Gussets- stainless steel (304) CHANNEL	75X38mm

2. DOORS CENTER PILLARS,W.C. SUPPORT & FRAMES:-

S NO.	DESCRIPTION	
1	Door pillar- Hollow Sq. Pipe	25x50mm
2	W.C. Support stainless steel (304) Channel-	75X38mm
3	-Frame- Hollow Sq. Pipe	25x25mm

4. LADDER & WALKWAY:-

S NO.	DESCRIPTION	
1	Ladder width	30 inch
2	Ladder nos.	02 Nos.
3	Walk way aluminium thick.	2mm

5. PANEL,ROOF & FLOORING:-

S	DESCRIPTION	
---	-------------	--

NO.		
1	Panel type	= Single stainless steel (304) Panel , thickness APPROX- 16 Gauge
2	Roof type	= SS sheet thickness 22 Gauge.
3	Inside Flooring type.	= stainless steel (304) Integrated

6. SLUDGE DISPOSAL ARRANGEMENT:-

S NO.	DESCRIPTION	
1	Valve type – Gate valve/butterfly valve/other (specify)	
2	Disposal pipe arrangement- PVC Flexible Pipe 3”	6.0 Mtr.

7. PAINT MATERIAL TYPE

S NO.	DESCRIPTION	
1	NC PUTTY	ASIAN
2	PRIMER - 2 COTTED	ASIAN
2	ENAMEL PAINT – 2 COTTED	ASIAN

8. ELECTRICAL & OTHER FITTING:-

S NO.	DESCRIPTION	
1	Inside Bulbs points	5 no.
2	Outside Tube light points	1 no.
3	Door type(material)	SS of 18 Gauge with 16 gauge frame
4	Mirror	2 no.
5	Exhaust Fan in Each Cabin	1 No.

SANITARY FITTING:-

S NO.	DESCRIPTION	
1	Water tank	750 ltr
2	Wash Basin stainless steel (304)	2 Nos.
3	Towel Rod	1 Nos.
4	Shop Tray	2 Nos.
5	Taps	12 Nos.

9. WHEEL ARRANGEMENT:-

S NO.	DESCRIPTION	Up.
1	Axle type and size – Sq.	45 MM-02
2	Bearing Hub –Standard Appropriate size	04
3	Spring	4
4	TYRE	04
5	TUBE	04
6	RIM	04

3. Bunk House Community Toilet

- a. 1 Toilet & 4 Urinal
- b. 3 Toilet & 3 Urinal
- c. 3 Toilet & 10 Urinal
- d. 6 Toilet & 4 Urinal
- e. 3 Toilet & 7 Urinal & 1 Bathroom
- f. 12 Bathroom
- g. 12 Toilet

PRODUCT:

Stainless steel (304) Fabricated Insulated Container Type Bunk House

Stainless steel (304) STRUCTURE

The stainless steel (304) Structure Like column, Base frame, Supported Runner & Top frame etc. shall be made out with Combination of Rolled / Folded Section / Tube Section.

FLOOR:

The floor shall be made with 18mm thick Commercial Plywood sheet / Cement sheet. The sheet shall be covered with 1mm thick Vinyl sheet.

PUF INSULATED WALL & STAINLESS

The insulated walls shall be made of Sandwich panels. The sandwich panels shall be made out of 0.35mm thick stainless steel (304)sheet on both side of PUF (Polyurethane foam). The total thickness of panel shall be 40mm. The panels are join together by tongue and groove method.

Inner Partition Wall Height 2.0 mtr & Urinal Partition Wall Height 0.91 mtr shall be Provided.

PUF INSULATED ROOF & STAINLESS

The insulated Roof cladding shall be done with sandwich type panels. The panels shall be made out with 0.35 mm thick stainless steel (304) sheets at outer side and 0.35 mm thick Pre stainless steel (304) plain sheet at inner side of PUF (Polyurethane foam). Total thickness of roof panel shall be 30 mm. Suitable Flushing shall be made out from Pre-coated steel sheets. As per shown in the Drawing.

DOOR

The door frame shall be made out with stainless steel (304) Folded section. The shutter shall be made out with stainless steel (304) sheets both side of stainless steel (304). The door shutter shall be fixed with the door frame with hinges. The door shutter shall be provided with 1 No. AL drops at out side, 1 no. Tower bolts at the center inside and handles shall be provided on both the sides.

For Less than 1mt wide Door the Frame shall be made out with Light Aluminium Section.

AIR VENTILATOR:

Readily available aluminium air ventilator shall be provided.

TOILET FITING

Ceramic EWC Tub, Urinals Tub, Wash-basin & RMTB IWC shall be provided in Toilet Block as per shown in the Drawing. The all water line shall be carry out with PVC Pipe and accessories. The Plumbing work within Bunk House Only main line Connection not in our Scope.

ELECTRIFICATION

The Unit (for Bunk House) shall be completed with all the electrical fittings with Casing Ca Ping System on Wall,01 No Tube light, 1 Nos. Ex. fan ,02 Nos 5/15 Amp Power Socket for all Equipment's. 01 Nos Distribution Board & 1 Nos Bulkhead fittings shall be provided.

PAINTS

The Expose Structure shall be painted with one coat primer and two coat enamel paint. Scope of work.

4. Mobile Bio Toilet

I. 4 Seater

DETAIL SPECTFICATION OF STANDARD 04 SEATER BIO-MOBILE TOILET VAN

SI. NO.	DESCRIPTION	SIZE (Bio- Design)
1	Length of Van	8'5''

2	Breadth of Van (including fixed walk way)	8'
3	Height of Van	10'
6	Bio Digester Tank (FRP) Approx.	800 ltrs
7	Water tank	500 ltrs
8	Door size H/W	1'10"x5'11"
9	Panel size-	3'6" x 3'6"

MATERIAL TO BE USED

1. BASIC SUPERSTRUCTURE:-

S NO.	DESCRIPTION	
1	-Long Member- MS CHANNEL	100X50mm
2	-Cross member- stainless steel (304) CHANNEL	75X38mm
3	-Gussets- stainless steel (304) CHANNEL	75X38mm

2. DOORS CENTER PILLARS,W.C. SUPPORT & FRAMES:-

S NO.	DESCRIPTION	
1	Door pillar- Hollow Sq. Pipe	25x50mm
2	W.C. Support Channel-	75X38mm
3	-Frame- Hollow Sq. Pipe	25x25mm

3. LADDER & WALKWAY:-

S NO.	DESCRIPTION	
1	Ladder width	27 inch
2	Ladder nos.	02 Nos.
3	Walk way aluminium thick.	2mm

4. PANEL,ROOF & FLOORING:-

S NO.	DESCRIPTION	
1	Panel type	= Single stainless steel (304) Panel , thickness APPROX- 16 Gauge
2	Roof type	=SS sheet, thickness 22 Gauge.
3	Inside Flooring type.	= stainless steel (304) Integrated

5. SLUDGE DISPOSAL ARRANGEMENT:-

S NO.	DESCRIPTION	Old Model
1	Valve type – Gate valve/butterfly valve/other (specify)	
2	Disposal pipe arrangement- PVC Flexible Pipe 3”	4.0 Mtr.

6. PAINT MATERIAL TYPE?-

S NO.	DESCRIPTION	Old
1	NC PUTTY	ASIAN
2	PREMIER - 2 COTTED	ASIAN
2	ENAMEL PAINT – 2 COTTED	ASIAN

7. ELECTRICAL & OTHER FITTING:-

S NO.	DESCRIPTION	Old
1	Inside Bulbs points	2 No.
2	Outside Tube light points	2 No.
3	Door type(material)	FRP
4	Mirror	1 No.
5	Exhaust Fan in Each Cabin	1 No.

SANITARY FITTING:-

S NO.	DESCRIPTION	
1	Water tank	500 litre
3	wash Basin stainless steel (304)	1 no.
4	Towel rod	1no.
5	Soap tray	1 no.
7	Taps	5 no.

8. WHEEL ARRANGEMENT:-

S NO.	DESCRIPTION	
1	Axle type and size – Sq.	45 MM-02
2	Bearing Hub –Standard Appropriate size	04

3	Heavy duty Spring leaf.	04
4	TYRE	04
5	TUBE	04
6	RIM	04

II. 6 Seater

DETAIL SPECTFICATION OF STANDARD MOBILE BIO TOILET VANS (6 SEATER)		
S NO.	DESCRIPTION	SIZE
1	Length of Van	12'4"
2	Breadth of Van (including fixed walk way)	8'9"
3	Height of Van	10'
6	Bio Digester Tank stainless steel (304)	1200 ltr
7	Water tank	500
8	Door size H/W (stainless steel (304))	1'10"x5'11"
9	Panel size-	3'6" x 3'6"
MATERIAL TO BE USED		
1. BASIC SUPER STRUSTURE:-		
S NO.	DESCRIPTION	
1	-Long Member- MS CHANNEL	125X62mm
2	-Cross member- stainless steel (304) CHANNEL	75X38mm
3	-Gussets- stainless steel (304) CHANNEL	75X38mm
2. DOORS CENTER PILLARS,W.C. SUPPORT & FRAMES:-		
S NO.	DESCRIPTION	
1	Door pillar- Hollow Sq. Pipe stainless steel (304)	25x50mm
2	W.C. Support stainless steel (304) Channel-	75X38mm
3	-Frame- stainless steel (304) Hollow Sq. Pipe	25x25mm
3. SLUDGE TANK:-		
S NO.	DESCRIPTION	
1	Bio Digester (stainless steel (304))	1200 ltrs

--

4. LADDER & WALKWAY:-

S NO.	DESCRIPTION	
1	Ladder width	27 inch
2	Ladder nos.	02 Nos.
3	Walk way aluminium thk.	2mm

--

5. PANEL,ROOF & FLOORING:-

S NO.	DESCRIPTION	
1	Panel type	= Single stainless steel (304) Panel , thickness APPROX- 16 Gauge
2	Roof type	=SS sheet, thickness 22 Gauge.
3	Inside Flooring type.	= stainless steel (304) Integrated

--

6. SLUDGE DISPOSAL ARRANGEMENT:-

S NO.	DESCRIPTION	
1	Valve type – Gate valve/butterfly valve/other (specify)	
2	Disposal pipe arrangement- PVC Flexible Pipe 3"	4.0 Mtr.

--

7. PAINT MATERIAL TYPE

S NO.	DESCRIPTION	
1	NC PUTTY	ASIAN
2	PRIMER - 2 COTTED	ASIAN
3	ENAMEL PAINT – 2 COTTED	ASIAN

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8. ELECTRICAL & OTHER FITTING:-

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S NO.	DESCRIPTION	
1	Inside Bulbs points	3 no.
2	Outside Tube light points	1 no.
3	Door type(material)	FRP
4	Mirror	1 no.

SANITARY FITTING:-		
S NO.	DESCRIPTION	
1	Water tank	500 ltr
3	wash Basin (FRP)	1 no.
4	Towel rod	1 no.
5	Soap tray	1 no.
7	Taps	6 no.

9. WHEEL ARRANGEMENT:-

S NO.	DESCRIPTION	
1	Axle type and size – Sq.	45 MM-02
2	Bearing Hub –Standard Appropriate size	04
3	Heavy duty Spring leaf 900mm Long.	04
4	TYRE	04
5	TUBE	04
6	RIM	04

III. 10 Seater

DETAIL SPECTFICATION OF STANDARD MOBILE BIO TOILET VAN		
S NO.	DESCRIPTION	SIZE (Bio Toilet Design)
1	Length of Van	19'7"
2	Breadth of Van (including fixed walk way)	9'2"
3	Height of Van	10'
6	Bio Digester Tank Approx.	1500 ltrs
7	Water tank	1000 ltrs
8	Door size H/W	1'10"x5'11"
9	Panel size-	3'6" x 3'6"
MATERIAL TO BE USED		
1. BASIC SUPERSTRUSTURE:-		
S NO.	DESCRIPTION	

1	-Long Member- MS CHANNEL	100X50mm
2	-Cross member- stainless steel (304) CHANNEL	75X38mm
3	-Gussets- stainless steel (304) CHANNEL	75X38mm
2. DOORS CENTER PILLARS,W.C. SUPPORT & FRAMES:-		
S NO.	DESCRIPTION	
1	Door pillar- Hollow Sq. Pipe	25x50mm
2	W.C. Support stainless steel (304) Channel-	75X38mm
3	-Frame- Hollow Sq. Pipe	25x25mm
3. Bio Digester TANK:-		
S NO.	DESCRIPTION	
1	Tank.	2000 ltrs
4. LADDER & WALKWAY:-		
S NO.	DESCRIPTION	
1	Ladder width	30 inch
2	Ladder nos.	02 Nos.
3	Walk way aluminium thick.	2mm
5. PANEL,ROOF & FLOORING:-		
S NO.	DESCRIPTION	
1	Panel type	= Single stainless steel (304) Panel , thickness APPROX- 16 Gauge
2	Roof type	=SS sheet, thickness 22 Gauge.
3	Inside Flooring type.	= stainless steel (304) Integrated
6. SLUDGE DISPOSAL ARRANGEMENT:-		

S NO.	DESCRIPTION	
1	Valve type – Gate valve/butterfly valve/other (specify)	
2	Disposal pipe arrangement- PVC Flexible Pipe 3"	6.0 Mtr.
7. PAINT MATERIAL TYPE		
S NO.	DESCRIPTION	
1	NC PUTTY	ASIAN
2	PRIMER - 2 COTTED	ASIAN
2	ENAMEL PAINT – 2 COTTED	ASIAN
8. ELECTRICAL & OTHER FITTING:-		
S NO.	DESCRIPTION	
1	Inside Bulbs points	5 no.
2	Outside Tube light points	1 no.
3	Door type(material)	FRP
4	Mirror	2 no.
SANITARY FITTING:-		
S NO.	DESCRIPTION	
1	Water Tank	1000 ltr
3	Wash Basin (stainless steel (304)	2 no.
4	Towel Rod	1no.
5	Shop Tray	2 n0.
7	Taps	12no.
9. WHEEL ARRANGEMENT:-		
S NO.	DESCRIPTION	Up.
1	Axle type and size – Sq.	55MM-02
2	Bearing Hub –Standard Appropriate size	04

3	Heavy duty Spring leaf -13 Nos.x900mm Long.	4
4	TYRE	04
5	TUBE	04
6	RIM	04

Bihar Urban Infrastructure Development Corporation (Govt. of Bihar Enterprises)



Request for Proposal *for*

EMPANELMENT OF VENDORS FOR SUPPLY OF COMMUNITY TOILET AND MOBILE TOILET (Steel Make Goods) FOR URBAN LOCAL BODIES IN BIHAR.

VOLUME-3 of 3

CONDITION OF CONTRACT

(Ref. Notification Number:- BUIDCo/YO-899/17-73, Date : - 14-12-2017)



Bihar Urban Infrastructure Development Corporation Limited

(A Govt. of Bihar Undertaking)

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Email: mdbuidco@gmail.com

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Section IV A: General Conditions of Contract

1 Introduction

1.1 Definitions

1.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (i) **“Contract”** means the Agreement entered into between the Purchaser and the Supplier/Dealer, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (ii) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
- (iii) **“Contract Price”** means the price payable to the Supplier /Dealer as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (iv) **“Day”** means calendar day.
- (v) **“Delivery”** means the transfer of the Goods from the Supplier/Dealer to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (vi) **“Completion”** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (vii) **“GCC”** means the General Conditions of Contract.
- (viii) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (ix) **“Purchaser”** means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (x) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (xi) **“SCC”** means the Special Conditions of Contract.
- (xii) **“Subcontractor”** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (xiii) **“Supplier”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named

as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(xiv) “**The Site**” where applicable, means the place named in the SCC.

2 Interpretation

2.1 General

2.1.1 If the context so requires it, singular means plural and vice versa.

2.1.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.1.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2.1.4 Non-waiver

(i) Subject to GCC Sub-Clause 2.1.7 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(ii) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.1.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2.3 Corrupt Practices

- i. It is required that bidders, suppliers and contractors, observe the highest standard of ethics during the procurement and execution of such contracts.

BUIDCO Defines for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - d. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - e. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;
- ii. Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
 - iii. Will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in GoB-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an GoB-financed contract.

2.4 Language

- 2.4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC.

2.5 Notices

- 2.5.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 2.5.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

2.6 Governing Law

2.6.1 The Contract shall be governed by and interpreted in accordance with the laws of India and the State of Bihar, unless otherwise specified in the SCC.

2.7 Specifications and Standards

2.7.1 Technical Specifications and Drawings

- a. The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- b. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in volume II, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

2.7.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Volume II, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with Clause 3.4.

2.8 Copyright

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Purchaser or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in Purchaser.

2.9 Confidential Information

2.9.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 2.9.

- 2.9.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract
- 2.9.3 The obligation of a party under GCC Sub-Clauses 2.9.1 and 2.9.2 above, however, shall not apply to information that:
- I. the Purchaser or Supplier need to share with the Employer or other institutions participating in the financing of the Contract;
 - II. now or hereafter enters the public domain through no fault of that party;
 - III. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - IV. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 2.9.4 The above provisions of GCC Clause 2.9 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 2.9.5 The provisions of GCC Clause 2.9 shall survive completion or termination, for whatever reason, of the Contract

2.10 Packing and Documents

- 2.10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 2.10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

2.11 Insurance

2.11.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

2.12 Transportation

2.12.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the industry practice.

2.13 Inspections and Tests

2.13.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Volume II- Schedule of Supply.

2.13.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place as specified in the SCC. Subject to GCC Sub-Clause 2.13.3, if conducted on the premises of assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

2.13.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 2.13.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

2.13.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

2.13.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be the part of the Contract Price.

2.14 Change in Laws and Regulations

2.14.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.1.

2.15 Force Majeure

2.15.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. the Supplier or its Subcontractor, all reasonable facilities and

2.15.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.16 Assignment

2.16.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

3 Contract Details

3.1 Joint Venture, Consortium or Association

3.1.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

3.2 Subcontracting

3.2.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

3.2.2 Subcontracts shall comply with the provisions of GCC Clauses 2.3 and 3.1

3.3 Scope of Supply

3.3.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Volume II - Schedule of Supply

3.3.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

3.4 Change Orders and Contract Amendments

3.4.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 2.5, to make changes within the general scope of the Contract in any one or more of the following:

- (i) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (ii) the method of shipment or packing;
- (iii) the place of delivery; and
- (iv) The Related Services to be provided by the Supplier.
- (v) Nos. of goods/services.

- 3.4.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 3.4.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

3.5 Delivery

- 3.5.1 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Purchase Order after mutually discussed between Supplier & BUIDCO.

3.6 Supplier's Responsibilities

- 3.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 3.3 and the Delivery and Completion Schedule, as per GCC Clause 3.5.

3.7 Purchaser's Responsibilities

- 3.7.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

3.8 Extensions of Time

- 3.8.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 3.5, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 3.8.2 Except in case of Force Majeure, as provided under GCC Clause 2.15, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 4.5, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 3.8.1

4 Contract Price and Payments

4.1 Contract Price

- 4.1.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 4.1.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

4.2 Terms of Payment

- 4.2.1 The Contract Price shall be paid as specified in the SCC.
- 4.2.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 3.5 and upon fulfillment of all the obligations stipulated in the Contract.
- 4.2.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier.
- 4.2.4 The currency in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

4.3 Taxes and Duties

- 4.3.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, GST etc., incurred until delivery of the contracted Goods to the Purchaser.
- 4.3.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

4.4 Performance Security

- 4.4.1 The Supplier shall, within thirty (30) days of the Notification of Award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 4.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.4.3 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than Eighty Eight (88) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC. The Performance Bank security will be returned to the supplier upon the submission of no claim certificate (and maintenance obligation).

4.5 Liquidated Damages

- 4.5.1 Except as provided under GCC Clause 2.15, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 5.

4.6 Warranty

- 4.6.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 4.6.2 Subject to GCC Sub-Clause 2.7, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under formal use.
- 4.6.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC,
- 4.6.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect & rectify such defects.

- 4.6.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 4.6.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

4.7 Patent Indemnity

- 4.7.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 4.7.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- i. The installation of the Goods by the Supplier or the use of the Goods where the Site is located; and
 - ii. The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 4.7.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 4.7.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 4.7.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf at the suppliers risk & cost.
- 4.7.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

4.8 Limitation of Liability

4.8.1 Except in cases of gross negligence or willful misconduct:

- I. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- II. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

5 Termination and Disputes

5.1 Termination

5.1.1 Termination will occur as a result of the following:

Termination for Default

5.1.2 The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 3.8; or
 - a. if the Supplier fails to perform any other obligation under the Contract.
 - b. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 5.1.2 (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- ii. if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2.3, in competing for or in executing the Contract.

Termination for Insolvency

- 5.1.3 The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Termination for Convenience

5.1.4

- I. The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
 - a. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

5.2 Settlement of Disputes

5.2.1 Amicable Resolution

- a. Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- b. Either Party may require the Dispute to be referred to Managing Director, BUIDCo/The Purchaser for amicable settlement. Upon such reference, both the Parties and the Managing Director, BUIDCo or his nominee (who can be an employee of The Purchaser dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

5.2.2 Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 5.2.1 (a) & (b) shall be finally settled by binding arbitration under the Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008 .

(b) Place of Arbitration

The place of arbitration shall be Patna, India.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(g) Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award

Section IV B. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1.1(ix)	The Purchaser is: Bihar Urban Infrastructure Development Corporation Ltd.
GCC 1.1.1(xiv)	The Site is: the urban local body as specified or as may be specified in purchase order issued by the Purchaser
GCC 2.4	The language shall be: English
GCC 2.5.1	<p>For notices, the Purchaser's address shall be:</p> <p>Managing Director Bihar Urban Infrastructure Development Corporation Ltd. #2nd Floor, S.F.C Building Daroga Prasad Roy Path, R.Block Road no.-02, Ptna -800 001</p> <p>Electronic mail address: mdbuidco@gmail.com</p>
GCC 2.6 supplier	<p>Add following after Clause 2.6.1:</p> <p>2.6.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made in Patna (India) from where the 'Letter of Acceptance' of the bid or Purchase Order has been issued.</p> <p>2.6.3 Jurisdiction of Courts. - The Courts of Patna (India), the place from where the 'Letter of Acceptance' of the bid has been issued (Patna), alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.</p> <p>2.6.4 Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.</p> <p>2.6.5 FOR THE SUPPLIES OF GOODS MANUFACTURED IN INDIA:</p> <p style="padding-left: 20px;">a. The Supplier shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act,1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the Purchaser from and</p>

	<p>against any claims under the aforesaid Act and the Rules.</p> <p>b. The Supplier shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the contract and continue to have a valid Licence until the completion of the contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract the penal provisions of the contract.</p>
GCC 2.10	The packing, marking and documentation within and outside the packages shall be:
GCC 2.11.1	The insurance coverage shall be till delivery & AMC support at the place specified in Purchase Order
GCC 2.13.2	<p>Tests and Inspections specified in Section V, Schedule of Supply, shall be carried out at the following times or milestones, and places:</p> <ol style="list-style-type: none"> 1. Pre-Delivery Inspection and Acceptance of Items <ol style="list-style-type: none"> a) The equipment's must be offered in full as per ordered configuration for acceptance. No equipment with short supply or with lower technical specifications shall be accepted. The Purchaser, may if desire, conduct pre-delivery inspection of the equipment being supplied. The offered items, in addition to meeting the performance results as per evaluation tests, should also contain the same subsystem as approved by The Purchaser. Failure to fulfill any of the above-mentioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. The bidders must ensure the availability of ordered items/spares in their stock before accepting the purchase order. b) In case of an empaneled item becoming 'end of life' and if the empaneled bidder(s) want to offer a new item / model of same make and same or higher specifications, which was not offered for evaluation, the same need to be offered to The Purchaser for evaluation with full configuration. The Supplier should provide detailed technical documents and technical man power support so as to enable The Purchaser to carry out the evaluation if required. The decision taken by The Purchaser will be final and binding on the Supplier. c) The schedule for inspection testing dates shall be provided atleast 15 days before the last date of delivery. This needs to be strictly followed. d) The Purchaser reserves the right to test and accept at User departments' premises, if required and the selected Supplier will be required to arrange for the same. e) The Purchaser reserves the right to reject any item, if found unsuitable and / or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the Supplier. No payment will be made for rejected items. The items which are accepted after testing should be sealed inside carton under the

joint signature of the representatives of The Purchaser and the selected Supplier representative and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of the acceptance test report to the actual sites of installation.

- f) If Supplier decides to keep ready, an advance lot of standard configuration machines to improve execution performance, The Purchaser may carry out advance inspection. For each dispatch, Supplier will inform purchase order wise serial number of dispatched machines.

2. Inspection of Goods at Destination Station

- a) On receipt of the Goods at the place of delivery, these shall be jointly inspected by the Supplier and the consignee/ purchaser for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, if any, shall be noted and the Supplier shall initiate immediate action for making good the same under advice to the Purchaser. Any delay in testing and commission in of these Goods due to any such reason will be to the Supplier's account and will be dealt with by the Purchaser as per Conditions of the Contract.
- b) Goods shall be subjected to detailed tests and field trials as prescribed in the Technical Specification of the RFP document. Any modifications found necessary as a result of these tests or further service trials shall be incorporated by the Supplier at his own cost in these Goods in a manner approved by the Purchaser. All key and manufacturing drawings incorporating the modifications shall be submitted to the Purchaser.

3. Removal of Rejected Goods

- a) On rejection of any Good, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Supplier, such Goods shall be removed by the Supplier at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Supplier at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post/email reach the Supplier , provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected Goods till the price paid for such Goods is refunded by the Supplier save that such retention shall not in any circumstances be deemed to be acceptance of the Goods or waiver of rejection thereof.
- b) All rejected Goods shall in any event and circumstances remain and always be at the risk of the Supplier immediately on such rejection. If such Goods are not removed by the Supplier within the period aforementioned, the Inspecting

	<p>Officer/ Purchaser may remove the rejected Goods and either return the same to the Supplier at the risk and cost of the Supplier by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such Goods at the Supplier 's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by the Supplier as a consequence of such rejection. The Purchaser shall, in addition, be entitled to recover from the Supplier handling and storage charges @ 0.5% of the price of Goods per week or part thereof on the rejected Goods after the expiry of the time-limit mentioned above.</p>
GCC 3.2.1	The individuals or firms in a joint venture, consortium or association will jointly and severally liable.
GCC 3.4	The scope of supply shall be defined in: Purchase Order
GCC 4.1.2	<p>The price adjustment shall be:</p> <ul style="list-style-type: none"> a) During the validity of the empanelment including the extended period, if any, if the Bidder sells any empaneled item to any other Department / Organization at a price lower than the price fixed for The Purchaser, the Bidder must voluntarily pass on the price difference to The Purchaser with immediate effect. Similarly, in the event of lowering of Government levies subsequent to the finalization of the panel, the selected Supplier shall automatically pass on the benefits to The Purchaser. b) During the validity of the panel, The Purchaser may ask the technically shortlisted Bidders to requote the prices based on new/advanced configurations due to technological upgradation. c) Taxes shall be charged as applicable from time to time.

<p>GCC 4.2.1</p>	<p>The terms of payment shall be:</p> <p>1.1. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in the following manner:</p> <p>a) An interest free advance of 30% of the total price of each item ordered shall be provided for timely delivery of equipment's at the time of Purchase Order against advance payment bank guarantee</p> <p>b) Payment for 50% of the total price of each consignment of the Goods despatched will be made to the Supplier on receipt of the Goods by the Consignee, within 60 days of receipt of bill along with the documents as specified below:</p> <p>(i) Four Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Provisional receipt certificate in original issued by consignee;</p> <p>(iii) Two Copies of packing list identifying contents of each package;</p> <p>(iv) Insurance certificate;</p> <p>(v) Manufacturer's/ Supplier's warranty certificate;</p> <p>(vi) Inspection certificate issued by the nominated inspection agency.</p> <p>(vii) Certificate of origin.</p> <p>(viii) Original copy of consignee's receipt for maintenance and service manuals.</p> <p>c) Balance 20% payment would be made within 60 days against 'Final Acceptance Certificate' of the Goods to be issued by the consignee, subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.</p> <p>1.2. Payment for Annual Maintenance Charges: All payment in respect of AMC, if any, shall be made in Indian Rupees to Indian in accordance with General Conditions of Contract.</p> <p>1.3. The Supplier shall not claim any interest on any overdue/ or unadjudicated payments under the contract.</p> <p>1.4. Payment of the chassis will be given in advance after Purchase Order, Invoice of the Chassis and indemnity bond on stamp paper by the bidder clearly taking all the responsibilities for timely & Safely delivery of the chassis to Purchaser.</p>
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GCC 4.2.4	<p>The currencies for payments shall be: Indian National Rupee</p> <p>a) Payment for the Goods manufactured in India will be made in Indian Rupees against bills preferred by the Supplier. Any payment in the foreign exchange that the Supplier may have to make for imported components forming part of the bid will be arranged by him directly.</p> <p>b) Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.</p>
GCC 4.4.1	<p>The Supplier shall provide a Performance Security of 5 (five) percent of the Contract Price within 15 days of receiving the Purchase Order. The Performance Security shall be in Indian National Rupee (INR). <u>For calculating 05% amount, total contract price inclusive of duties and taxes but excluding annual maintenance charges if any will be taken into account.</u></p>
GCC 4.4.3	<p>The types of acceptable Performance Securities are:</p> <p>The Supplier shall furnish Performance Security in the form of an irrevocable Bank Guarantee encashable at Patna in the proforma prescribed in Section IV C. The Bank Guarantee should be from any Scheduled Commercial Bank (licensed by RBI) or confirmed by any Indian nationalised bank. The Bank Guarantee should be drawn in favour of “Managing Director, Bihar Urban Infrastructure Development Corporation Limited”, payable at Patna.</p>
GCC 4.4.4	<p>Discharge of Performance Security shall take place:</p> <p>The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than eighty-eight (88) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations and maintenance obligations. The Performance Security will be returned to the Supplier upon submission of no claim certificate.</p>
	<p><i>Add sub-Clause 4.4.5 to Sub-clause 4.5.10 as given below after GC Sub-Clause 4.4.4:</i></p> <p>4.4.5 In case furnishing of Performance Security is delayed by the Supplier beyond the period provided in sub-clause 4.4.1, and the performance security so submitted is accepted by the Purchaser, penalty as per Sub Clause 4.4.7 hereinafter shall be levied for the period of delay, beyond 30 days allowed as per preceding sub Clause 4.4.1, in submission of the performance security. Alternatively, the Purchaser may declare the Contract as cancelled.</p> <p>4.4.6 If the Bidder, having been called upon by the Purchaser to furnish Performance security, fails to furnish the same, it shall be lawful for the Purchaser: -</p>

	<p>a) to levy penalty in terms of GC clause 4.4.7 of GCC; or</p> <p>b) to forfeit the EMD and cancel the contract or any part thereof and to purchase or authorise the purchase of the Goods and Related Services at the risk and cost of the Supplier and in that event the provisions of sub-clause 5.1.2 (i)(b) shall apply as far as applicable.</p> <p>4.4.7 In case of delay in submission of performance security in terms of clause 4.4.1, the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct penalty @ 0.5% of the total value of the Contract (inclusive of duties & taxes but excluding annual maintenance contract charges) for delay of each week or part thereof. The decision of Purchaser shall be final in this regard. The Supplier agrees that the penalty is fair and genuine pre-estimate of the loss that would be occasioned by Purchaser and it shall not dispute the same in any manner. The penalty shall be recovered from EMD.</p> <p>4.4.8 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Supplier in the fulfilment or performance in any manner whatsoever of the contract under reference or any part thereof to the satisfaction of the Purchaser. The Purchaser shall also be entitled to deduct from the amount of the performance security any loss or damage which the Purchaser may suffer or be put to by reason of or due to any act or other default, recoverable by the Purchaser from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the amount of the performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Supplier under this or any other Contracts with the Purchaser.</p> <p>4.4.9 As and when an amendment is issued to the contract, having an impact on amount and validity of Performance security the Supplier shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Bank Guarantee rendering the same valid for the contract as amended.</p> <p>4.4.10 The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.</p> <p>4.4.11 FRESH PERFORMANCE SECURITY: In the event of the encashment of the Performance Security by Purchaser pursuant to an Encashment Notice issued, the Supplier shall within 30 (thirty) days of the Encashment Notice furnish to</p>
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	Purchaser fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security.
GCC 4.5.1	<p><i>The liquidated damage shall be:</i></p> <p>a) @ 0.5% (zero point five per cent) of the total value of the Goods (inclusive of duties & taxes) which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commissioning for delay of each week or part thereof up to 4(four) weeks of delay, and</p> <p>b) @ 0.75% (zero point Seven-five per cent) of the total value of the Goods (inclusive of duties & taxes) which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commissioning for delay of each week or part thereof on entire delay period if delay is between 4 (four) weeks and 8 (eight) weeks and</p> <p>c) @ 1% (one per cent) of the total value of the Goods (inclusive of duties & taxes) which the Supplier has failed to deliver/ commission within the period fixed for delivery/ commissioning for delay of each week or part thereof on entire delay period if delay is beyond 8 (eight) weeks.</p> <p>The decision of Purchaser shall be final in this regard. <i>Example:</i> - In case delay period is 32 days, then pre-estimated liquidated damages shall be worked @ 0.75% for 5 weeks.</p>
GCC 4.5.1	<p>The maximum amount of liquidated damages shall be:</p> <p>The amount of pre-estimated liquidated damages to be charged under the contract, shall not exceed 10% of the Contract Price (inclusive of duties & taxes but excluding annual maintenance contract charges). However, the pre-estimated damages to be levied on the Supplier under annual maintenance contract period shall not be included in the aforesaid ceiling of 10 (Ten) percent.</p>
GCC 4.6.3	<p>The period of validity of the Warranty shall be:</p> <p>All Goods including free spare parts and kits mentioned in Section III (Schedule of Supply) shall be under on-site comprehensive warranty support from the date of delivery or installation whichever is earlier up to the period 1 years:</p>
GCC 4.6.5	<p>The Supplier shall correct any defects covered by the Warranty within:</p> <p>a) The Supplier should fulfill the following conditions during warranty period:</p>

	<ul style="list-style-type: none"> • Any failure in the System should be rectified within maximum period of 2 days of lodging complaint • Any item failing at sub-component level more than three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be replaced by the Supplier at his cost and risk within 10(Ten) days, from the date of last failure with higher specifications. • If any of the system is down beyond 8 hours, penalty will be charged per day per system at the rate of 0.05%. Maximum penalty will be limited to 5% of the purchase order value. <p>b) On completion of the Warranty period, the Performance Security shall be released after satisfying that proper support has been provided during warranty period of three/five years for all the items. If considered necessary, suitable amount of penalty shall be recovered from the Supplier out of their due payments or from their Performance Security or by raising claims, while releasing the Security Deposit.</p> <p>The bidder is also required to submit an undertaking that the item being supplied by them is not end of sales / support for next three years.</p>
GCC 4.8.1	<p>The amount of aggregate liability shall be:</p> <ul style="list-style-type: none"> • The amount of aggregate liability under the contract shall not be more than 15% of Contract Price. • The amount of aggregate liability under tort shall be as per applicable laws in India.

Section IV C. Contract Forms

1. Agreement

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Request for Proposal
 - (b) All communications between the Purchaser and supplier
 - (c) Minutes of Negotiation Meeting
 - (d) The Purchaser's Notification to the Supplier of Award of Contract;
 - (e) The Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (f) The Particular Conditions to Contract;
 - (g) The General Conditions to Contract;
 - (h) The Schedule of Supply; and
 - (i) Special Conditions of Contract
 - (j) This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Witness

Witness

2. Performance Security

BANK GUARANTEE NO.

DATE:

PERIOD OF BANK GUARANTEE: VALID UPTO (14 months from the date of Empanelment)

AMOUNT OF GUARANTEE:.....

To

The Managing Director,
Bihar Urban Infrastructure Development Corporation Ltd.

2nd Floor, SFC Building, Daroga Prasad Roy Path,

R. Block, Road no-02 Patna -800 001

Patna -800 001

THIS DEED OF GUARANTEE EXECUTED ON THIS _____ Day of _____ 2013 by <Name

of the Bank issuing guarantee> a scheduled bank / corporate body, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favour of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), Bihar Urban Infrastructure Development Corporation Ltd., 2nd Floor, SFC Building, Daroga Prasad Roy Path, R. Block, Road no-02 Patna -800 001

(hereinafter referred to as "Beneficiary" which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Empanelment Notification NO. -----dated ----- (Hereinafter called the "Empanelment Notification") for empaneling M/s. ----- for supply of Solid Waste Management Equipment (Goods) (Hereinafter referred to as 'the Empaneled Agency') stands accepted by the Empaneled Agency.

And whereas to ensure due performance of the obligations to the satisfaction of the beneficiary towards providing support to BUIDCo under the said empanelment and in terms thereof by the empaneled agency as aforesaid, the Guarantor Bank at the request of the Empaneled Agency has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

In consideration of Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), the beneficiary, having empaneled the agency for a period of 12 months for providing Solid Waste Management Equipment at the specified rates to BUIDCo, we (Name of the Guarantor Bank) do hereby undertake as under:

- a. To indemnify and keep indemnified the beneficiary to the extent of the sum of INR <<>> for the losses and damages that may be caused to or suffered by the beneficiary in the event of non-performance or not meeting the commitments of this empanelment and further undertake to pay immediately on demand to the beneficiary the amount claimed under this guarantee not exceeding INR << >>without demur and without Beneficiary needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b. The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary or up to (mention date - i.e. 38 months from the date of order) which is earlier.
- c. This guarantee shall not in any way be affected by the change in the constitution of the Empaneled Agency or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary.
- d. Notwithstanding anything contained above the liability of the guarantor Bank under this deed of guarantee is restricted to INR <<>>. This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the beneficiary serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place

For

Date

Authorized Signatories

Seal