

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance No. BRLPS/Proj-OF/806/15/1732 dated 11.09.2015
 - (b) the Letter of Bid.
 - (c) Special Conditions of Contract
 - (d) General Conditions of Contract
 - (e) the Specification (including Schedule of Requirements and Technical Specifications)
 - (f) the completed Schedules (including Price Schedules)
 - (g) any other document listed in GCC as forming part of the Contract
 - (h) Queries & its Clarifications given in the pre bid meeting.
 - (i) Letter No. BIPL/BRLPS/1908 dated 19.08.2015, Letter No. NIL dated 15.09.2015 and Letter No. BIPL/14/2015/0459 dated 30.09.2015
3. The BRLPS and M/s. Benny Impex Private Limited agree as follows:
 - (i) That in this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to above.
 - (ii) That M/s. Benny Impex Private Limited, New Delhi has supply and install the AMCUs at various DCSSas per the following details:

Description of Goods	Quantity	Physical unit	Final (Project Site)	Latest Delivery Date
Data Processing Unit (DPU) with thermal printer and SIM	1 No. per AMCU	250	DCSSs in Khagaria – 95 AMCUs DCSSs in Muzaffarpur – 95 AMCUs DCSSs in Nalanda – 60 AMCUs	Within 60 days from the date of signing of contract Materials are to be delivered to the concerned DPCUs (Khagaria, Muzaffarpur and Nalanda). Transportation of supplies
Electronic Weigh Scale	1 No. per AMCU	250		
Milk Analyzer for AMCU	1 No. per AMCU	250		
Central Server set with DOT Matrix Printer	1 No. for central locations	01		
Ultrasonic Stirrer (Cleaner)	01 No. per AMCU	250		
Remote Display Unit 150 Watt Solar Module	01 No. per AMCU	250		

For BENNY IMPEX PRIVATE LIMITED

 Managing Director



Battery Minimum 12 Volts with suitable AH capacity	equipment from DPCU to the place of installation will be the responsibility of supplier
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(iii) That the period of guarantee/warranty will be 365 days from the date of installation/commissioning. The units for rectification of defects during the period of guarantee/warranty will be brought to concerned DPCU by BRLPS. The supplier has to provide training to the community in this regard. The decision on Annual Maintenance Contract (AMC) will be taken before the expiry of warranty period.

In case of any defect during warranty period, the concerned unit will be brought to DPCU offices for rectification. At least 3% of the total ordered quantity of machines shall be kept in reserve at concerned Block Project Implementation Units (BPIUs) for immediate replacement.

Supplier has to provide a toll-free number or Email ID for lodging the complaint, if any. For downtime beyond one day penalty will be imposed @ Rs. 1000 per machine per day. If the supplier fails to rectify the defect/replacement within the period specified as above, the BRLPS 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 BRLPS may have against the supplier under the contract. Any such cost, if incurred shall be adjusted from the performance security of the supplier.

- (iv) That the Quality Inspection of supplied/installed equipment shall be done either by a team of BRLPS or by a third party agency, as per the decision of BRLPS. The supplier has to inform BRLPS after installation, so that quality verification can be made at installation site.
- (v) That in consideration of the payments to be made by the BRLPS to the Supplier as specified in this Agreement, the Supplier hereby covenants with the BRLPS to provide the Goods and Services and to remedy defects therein in conformity with all respects with the provisions of the Contract.
- (vi) That BRLPS hereby covenants to pay the supplier a sum of Rs. 2, 81, 08,000.00 (Rupees Two crore eighty one lakh eight thousand) only including transportation & installation plus applicable CST as per the following details:
 - (a) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents.
 - (b) **On Acceptance:** 80% of the contract value will be paid after completion of entire supply. Successful bidder has to obtain delivery receipt duly received from the concerned DPCU and the same should be attached with the invoice for payment

For BENNY IMPEX PRIVATE LIMITED
Sangha
 Managing Director

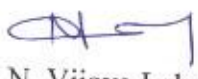


(c) **On Installation:** Remaining 20% will be released after satisfactory installation and rectification of defects therein, if any. Successful bidder has to obtain installation report/s duly certified from the concerned BPIUs and the same should be attached with the invoice for final payment.

4. That Dr. Rakesh Kumar Singh, State Project Manager (Livestock) will be the contract manager for this project and he will make all arrangements for the installation of AMCUs. The contract manager will instruct the concerned DPCU and BPIUs to receive the stock and certify the installation of AMCUs.

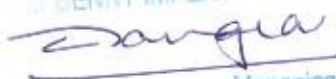
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the BRLPS


(Dr. N. Vijaya Lakshmi)
CEO-cum-Mission Director



For and on behalf of M/s. Benny Impex Private Limited


Managing Director

(Karan Nangia)
Managing Director