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ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

Project Management Unit (PMU) of the World Bank financed

Assam Citizen-Centric Service Delivery Project (ACCSDP)

Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

Tel: +91 361-2332004, email: spd@arias.in, website: www.arias.in

CONTRACT FOR GOODS

Project:

Assam Citizen Centric Service Delivery Project (ACCSDP)

(Project ID - P150308, IBRD Loan No. 8754-IN)

(Procurement Plan Reference No.: IN-ARIAS-268018-GO-RFB)

CONTRACT No.: ARIAS/ACCSDP/327/2021/Pt-3/136

Between

**Assam Rural Infrastructure and Agricultural Services Society (ARIAS
Society)**

**Project Management Unit, Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India); Email: spd@arias.in**

And

**M/s Eastern Technology Group, Eureka Tower
2nd Floor, Near U-turn, Chandmari, Guwahati-03, Assam,
Email: etgrguwahati@gmail.com ;**

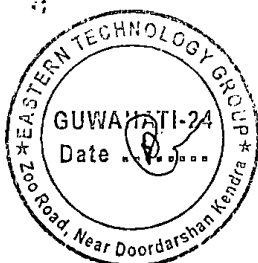
For the Procurement of Goods:

**"Supply, Installation and Maintenance of 1400 Desktop Computers (in 5
Lots) for various Departments under ACCSDP Project (Lot-4 for 250
computers)"**

Country: India

Date of Signing: 05th April, 2022

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**State Project Director
ARIAS Society**

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Contract Agreement

THIS CONTRACT AGREEMENT is made the 05th day April, 2022

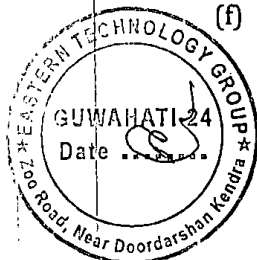
BETWEEN

- (1) The State Project Director, Assam Rural Infrastructure and Agricultural Services Society (ARIASS), Assam, an Autonomous Body of the Govt. of Assam and having its principal place of business at Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022, Assam, India. (hereinafter called "the Purchaser"), and
- (2) M/s Eastern Technology Group Eureka Tower, a proprietorship firm based in Guwahati, Assam and having its principal place of business at 2nd Floor, Near U-turn, Chandmari, Guwahati-03, Assam (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., "Supply, Installation and Maintenance of 1400 Desktop Computers (in 5 Lots) for various Departments under ACCSDP Project (Lot-4 for 250 computers)" and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of Rs. 1,47,50,000 (Rupees One Crore Forty Seven Lakh Fifty Thousand only) including Taxes, (hereinafter called "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 Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement 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 below.
 - (a) The letter of Acceptance
 - (b) this Contract Agreement
 - (c) The Supplier's letter of Bid and original completed Schedules including Price Schedules
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)



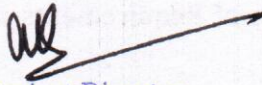

State Project Director
ARIAS Society

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and 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 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 India on the day, month and year indicated above.

For and on behalf of the Purchaser

For and on behalf of the Supplier


State Project Director
ARIAS Society

Signed: Dr. Ashish Kumar Bhutani, IAS

in the capacity of State Project Director,
Assam Rural Infrastructure and Agricultural
Services (ARIAS) Society, Agriculture
Complex, Khanapara, G.S. Road, Guwahati-
781022, Assam, India.



Signed: Deepak Choudhury

in the capacity of Proprietor of M/s Eastern
Technology Group Eureka Tower, 2nd Floor,
Near U-turn, Chandmari, Guwahati-03.



in the presence of AMARENDRA DEKA

Asst. PE & RC,
ARIAS



in the presence of ARUP CHAKRABORTY

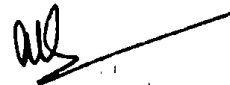
Contract Management Specialist
ACCSDP / ARIAS Society.

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Details	Page No.
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2. The Supplier's letter of Bid and original completed Schedules including Price Schedules	6 - 18
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4. General Conditions of Contract	25 - 44
5. Technical Requirements (including Schedule of Requirements and Technical Specifications)	45




State Project Director
ARIAS Society



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society
(An Autonomous Body of the Govt. of Assam)
Project Management Unit (PMU) of the World Bank financed
Assam Citizen-Centric Service Delivery Project (ACCSDP)
Agriculture complex, Khanapara, G.S. Road, Guwahati-781022
Tel: +91-361-2332125; email: spd@arias.in; website: www.arias.in

No. ARIAS/ACCSDP/327/2021/633

Dated Guwahati the 22nd March 2022

Letter of Acceptance

From : Dr. Ashish Kumar Bhutani, IAS
Additional Chief Secretary, Department of Agriculture, GoA &
State Project Director, ARIAS Society

To : M/S Eastern Technology Group
Eureka Tower, 2nd Floor, Near U-turn, Chandmari, Guwahati-03
Email: etrguwahati@gmail.com, etgr_solution@yahoo.com,
etgr.service15@gmail.com
Ph: 9864061650

Sub. : ACCSDP: Supply, Installation and maintenance of 1400 Computers for various Departments under ACCSDP Project. (Lot-4 for 250 Desktop Computers): **Letter of Acceptance.**

Ref : 1. T.O. IFB NO. ARIASS/ACCSDP/327/2021/513 dated, Guwahati the 13th December, 2021
2. Your Bid dated 1st February 2022.

Sir,

This is to notify you that your Bid dated 1st February 2022 for 'Supply, Installation and maintenance of 1400 Computers for various Departments under ACCSDP Project. (Lot-4 for 250 Desktop Computers)', under the IFB No. cited under reference above, for the Contract Price of Rs. 1,47,50,000.00/- (Rupees One Crore Forty Seven Lakhs and fifty thousand only) including Taxes is accepted by this office.

You are requested to furnish the Performance Security, pursuant to ITB clause 42 and GCC 18.1 of the bidding document, in the form detailed in Section-X, Contract Forms, of the Bidding Document for amounts equivalent to 5% of contract value i.e. Rs. 7,37,500/- (Rupees Seven Lakhs Thirty Five Seven Thousand and five hundred only) within 10 (ten) days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 42.1 will be taken. The Performance Security shall be valid upto 60 days after the date of completion of performance obligations including warranty obligations.

Yours faithfully,


(Dr. Ashish Kumar Bhutani, IAS)
State Project Director, ARIAS Society

Copy to:

- 1) The Principal Secretary to the Govt of Assam, ARTPPG Deptt., Dispur. for kind information.
- 2) The Joint Secretary to the Govt of Assam, Administrative Reforms and Training Department, Dispur

Eastern Technology Group

Correspondence Address

Eureka Tower, 2nd Floor, near U-Turn,
Chandmari, Guwahati - 781 003
☎: 97060 - 61650, 98649 - 82790
E-mail ID: etgr_solution@yahoo.com,
etgr.service15@gmail.com

Registered Office

R.G. Baruah Road, Opp. Doordarshan
Kendra, AIDC, Guwahati - 781 024
☎: 70860 - 67883, 88110 - 76040
E-Mail ID: etgrguwahati@gmail.com

Our Ref No:- ETGr/Letter/ND/064/2021-22

Date:-28/01/2022

NCB No.: IN-ARIAS-266018-GO-RFB
Invitation for Bid No.: ARIASS/ACCSDP/182/2019/54 Dated:-15/12/2021
Alternative No.: [NA]

To,

The State Project Director
World Bank Financed Assam Citizen Centric Service Delivery Project (ACCSDP)
Assam Rural Infrastructure and Agricultural Services (ARIAS) Society,
Agriculture Complex, Khaniapara, G.S. Road, Guwahati - 781022(Assam, India)

Sub:- Tender for Supply, Installation and maintenance of 1400 Computers for various
Departments under ACCSDP Project.

Sir,

We would like to inform you that we agree to accept all the terms and condition as stipulated in
Tender document and thus submitting, herewith our bid for Supply, Installation and maintenance
of 1400 Computers for various Departments under ACCSDP Project with required document as
per the tender notice.

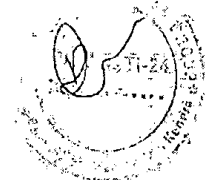
Yours truly,

Eastern Technology Group

Deepak Choudhury
(Authorized Signatory)
For, Eastern Technology Group

Enclosures:-

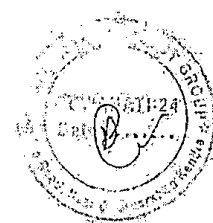
1. Tender Document
2. Letter Of Bid
3. Affidavit
4. Authorized Person Pan Card



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5. Bidder Information Form
6. Trade License
7. Company Details
8. ISO Certificate – I
9. ISO Certificate – II
10. ISO Certificate – III
11. MSME Certificate
12. GST Registration Certificate
13. Declaration for Claiming Tax/Duty Exemption as per tender document
14. Price Schedule Forms as per tender Document
15. Price and Completion Schedule of requirements as per tender Document
16. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule:
17. List Of Goods And Delivery Schedule
18. Performance Statement as per tender document along with the PO copies
19. Company Turnover along with Balance sheet and ITR for the year 2017-18, 2018-19 & 2019-20
20. Indian Income Tax Return Acknowledgement 2018 – 19, 2019 – 20 & 2020 – 21,
21. Balance Sheet 2018, 2019 & 2020
22. Compliance Sheet.
23. MAF
24. Product Datasheet
25. Bid Security (Demand Draft)
26. OEM Certificate of Incorporation and other required document.
27. All other related documents as per tender.





Eastern Technology Group

Correspondence Address

Eureka Tower, 2nd Floor, near U-Turn,
Chandmari, Guwahati – 781 003
☎: 97060 – 61650, 98649 – 82790
E-mail ID: etgr_solution@yahoo.com,
etgr.service15@gmail.com

Registered Office

R.G. Baruah Road, Opp. Doordarshan
Kendra, AIDC, Guwahati – 781 024
☎: 70860 – 67883, 88110 – 76040
E-Mail ID: etgrguwahati@gmail.com

LETTER OF BID

Date: 28/01/2022

NCB No.: IN-ARIAS-268018-GO-RFB

Invitation for Bid No.: ARIASS/ACCSDP/182/2019/54 Dated: 15/12/2021

Alternative No.: [NA]

To

The State Project Director

World Bank Financed Assam Citizen Centric Service Delivery Project (ACCSDP)

Assam Rural Infrastructure and Agricultural Services (ARIAS) Society,

Agriculture Complex, Khanapara, G.S. Road, Guwahati – 781022(Assam, India)

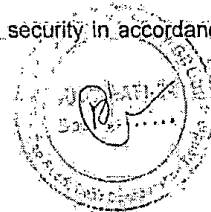
We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. ARIAS/ACCSDP/327/2021/532 dated: 07.01.2022, No. ARIAS/ACCSDP/327/2021/541 dated: 13.01.2022 and No. ARIAS/ACCSDP/327/2021/559 dated: 21.01.2022 issued in accordance with ITB 8.
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4.
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance

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- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements following Goods and Related Services Supply, Installation and maintenance of 1400 nos. Desktop Computers for various Departments under ACCSDP.
- (e) The total price of our Bid, excluding any discounts offered in item (f) below, is:
In case of only one lot, total price of the Bid insert the total price of the bid in Rs. in words and figures:
In case of multiple lots, total price of each lot:
Lot 1 – 300 nos. @ Rs. 17,700,000.00/- (Rupees One crore Seventy Seven Lakhs only).
Lot 2 – 300 nos. @ Rs. 17,700,000.00/- (Rupees One crore Seventy Seven Lakhs only).
Lot 3 – 300 nos. @ Rs. 17,700,000.00/- (Rupees One crore Seventy Seven Lakhs only).
Lot 4 – 250 nos. @ Rs. 14,750,000.00/- (Rupees One Crore Forty Seven Lakhs Fifty Thousands only).
Lot 5 – 250 nos. @ Rs. 14,750,000.00/- (Rupees One Crore Forty Seven Lakhs Fifty Thousands only).
In case of multiple lots, total price of all lots (sum of all lots) @ Rs. 82,600,000.00/- (Rupees Eight Crore Twenty Six Lakhs only).
- (f) The discounts offered and the methodology for their application are:
(i) The discounts offered are [No Discount].
(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [NA].
- (g) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;



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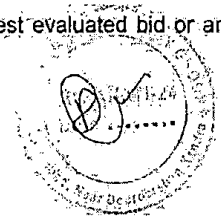


- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5.1
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
none	none	none	none
none	none	none	none

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;



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(o) We hereby certify that we have taken steps to ensure that no person acting for or on our behalf will engage in any type of fraud and corruption; and

(p) 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."

Name of the Bidder: M/s. EASTERN TECHNOLOGY GROUP - Mr. Deepak Choudhury

Name of the person duly authorized to sign the Bid on behalf of the Bidder ** Mr. Deepak Choudhury

Title of the person signing the Bid [Proprietorship: Authorized Signatory]

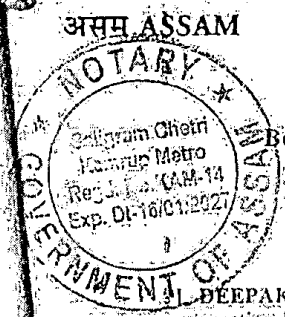
Signature of the person named above Eastern Technology Group
Proprietor

Date signed: 28/01/2022

** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.



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Instrument No. 1812/A
22/12/21

Before The Notary:: Kamrup (Metro):: At Guwahati

AFFIDAVIT

DEEPAK CHOUDHURY, aged about 48 years son of Dharani Choudhury by occupation Business, Proprietor of M/s. Eastern Technology Group, resident of 4E, Dichang Apartment, Beltola Chariali, Guwahati-781028, in the District of Kamrup (Metro), Assam do hereby solemnly affirm and declare as follows:-

1. That I am a citizen of India and permanent resident of Assam in the aforesaid locality.
2. That I am the sole Proprietor of M/s. **EASTERN TECHNOLOGY GROUP**, a Proprietorship Firm having its office situated at Opposite Doordarshan Kendra, AIDC, R.G. Baruah Road, Guwahati-781024 in the District of Kamrup (Metro), Assam and having a valid Trade License.
3. That I am the authorized signatory of above mentioned proprietorship firm for the tender namely, IFB No. ARIASS/ACCSDP/182/2019/54 dated 15-12-2021 and BID Reference No. IN-ARIAS-268018-GO-RFB Dated 15-12-2021.

Eastern Technology Group
Proprietor
Deepak Choudhury

Contd...2

Sankar Chetri
NOTARY GOVT. OF ASSAM
Kamrup (Metro) Guwahati
Regd. No. CAM-14

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4. That all the statements made in paragraphs 1 to 3 are true to the best of my knowledge and belief.

OATH

That "I swear that my declaration is true that it conceals nothing and that no part of it is false, so help me God"

And I sign this affidavit on this 22nd day of January' 2022 at Guwahati.

Identified by me:-

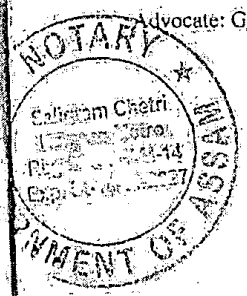
Arindam Choudhury

Eastern technology Group
Deepak Choudhury
Proprietor

DEPONENT

Solemnly affirmed and declared before me by the deponent who is identified by *Arindam Choudhury* Advocate Guwahati, on 22nd day of January, 2022 at Guwahati.

NOTARY: KAMRUP (METRO) GUWAHATI.



Arindam Chetri
NOTARY SOVT. OF ASSAM
Kamrup (Metro) Guwahati
Regd. No. KAM-14



Eastern Technology Group

Correspondence Address

Eureka Tower, 2nd Floor, near U-Turn,
Chandmari, Guwahati - 781 003
☎: 97060 - 61650, 98649 - 82790
E-mail ID: etgr_solution@yahoo.com,
etgr.service15@gmail.com

Registered Office

R.G. Baruah Road, Opp. Doordarshan
Kendra, AIDC, Guwahati - 781 024
☎: 70860 - 67883, 88110 - 76040.
E - Mail ID: etgrguwahati@gmail.com

BIDDER INFORMATION FORM

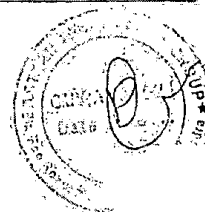
Date: 28/01/2022

NCB No.: IN-ARIAS-268018-GO-RFB dated, 15/12/2021

Invitation for Bid No.: ARIASS/ACCSDP/182/2019/54 Dated: 15/12/2021

Page: ____ of ____ pages

1. Bidder's Legal Name: [M/s. EASTERN TECHNOLOGY GROUP]
2. Bidder's actual or intended Country of Registration: [India]
3. Bidder's Year of Registration: [2000]
4. Bidder's Legal Address in Country of Registration: [R G Baruah Road, AIDC, Opposite Doordarshan Kendra, Guwahati - 781024]
5. Bidder's Authorized Representative Information Name: [Mr. Deepak Choudhury] Address: [R G Baruah Road, AIDC, Opposite Doordarshan Kendra, Guwahati - 781024] Telephone/Fax numbers: [98640 61650] Email Address: [etgrguwahati@gmail.com, etgr_solution@yahoo.com]
6. Attached are copies of original documents of: [check the box(es) of the attached original documents] ☒ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5. ☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership





Eastern Technology Group

Correspondence Address

Eureka Tower, 2nd Floor, near U-Turn,
Chandmari, Guwahati – 781 003
☎: 97060 – 61650, 98649 – 82790
E-mail ID: etgr_solution@yahoo.com,
etgr.service15@gmail.com

Registered Office

R.G. Baruah Road, Opp. Doordarshan
Kendra, AIDC, Guwahati – 781 024
☎: 70860 – 67883, 88110 – 76040.
E – Mail ID: etgrguwahati@gmail.com

PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

					Prices in Rs.		Date: 28.01.2022 NCB No.: IN-ARIAS-268018-GO-RFB Alternative No.: [NA] Page no. of		
1	2	3	4	5	6	7	8	9	10
Line Item No	Description of Goods	Country of Origin	Delivery Date	Quantity and physical unit	Unit price EXW [including GST as applicable]	Total EXW price per line item [including GST as applicable] (Col. 5 x 6)	Price per line item for inland transportation, insurance and other services required to convey the goods to their final destination (ITB 14.8.(a)(iii))	Any other taxes if payable per item if Contract is awarded (in accordance with ITD 14.8(a)(ii))	Total Price per line item (Col. 7+8+9)
[insert number of the item]	[insert name of Good]		[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price including GST as applicable]	[insert total EXW price including GST as applicable, per line item]	[insert the corresponding price per line item]	[insert any other taxes if payable per line item if Contract is awarded]	[insert total price per item]
Lot 1	Desktop	India	within 90 days	300 nos.	59,000.00	17,700,000.00	inclusive	NA	17,700,000.00
Lot 2	Desktop	India	within 90 days	300 nos.	59,000.00	17,700,000.00	inclusive	NA	17,700,000.00
Lot 3	Desktop	India	within 90 days	300 nos.	59,000.00	17,700,000.00	inclusive	NA	17,700,000.00
Lot 4	Desktop	India	within 90 days	250 nos.	59,000.00	14,750,000.00	inclusive	NA	14,750,000.00
Lot 5	Desktop	India	within 90 days	250 nos.	59,000.00	14,750,000.00	inclusive	NA	14,750,000.00
Total Price Rs									82,600,000.00

Name of Bidder [M/s Eastern Technology Group] Signature of Bidder

Date [28/01/2022]



Eastern Technology Group

Correspondence Address

Eureka Tower, 2nd Floor, near U-Turn,
Chandmari, Guwahati – 781 003
☎: 97060 – 61650, 98649 – 82790
E-mail ID: etgr_solution@yahoo.com,
etgr.service15@gmail.com

Registered Office

R.G. Baruah Road, Opp. Doordarshan
Kendra, AIDC, Guwahati – 781 024
☎: 70860 – 67883, 88110 – 76040
E-Mail ID: etgrguwahati@gmail.com

PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

Date: 28/01/2022

Prices in Rs.						
NCB No: IN-ARIAS-268018-GO-RFB						
Alternative No: NA						
Page No. of						
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
(insert number of the Service)	(insert name of Services after modifying as appropriate, deleting inapplicable items from the following)	(insert country of origin of the Services)	(insert delivery date at place of final destination per Service)	(insert number of units to be supplied and name of the physical unit)	(insert unit price per item)	(insert total price per item)
1	On-Site installation of the supplied Goods/items of the Final Installation Destination Sites as per Annex - I	India	Delivery within 90 days, destination, as per Page 3 of 75 in tender document	NA	NIL	NIL
2	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of 3 (three) years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract	India	Delivery within 90 days, destination, as per Page 3 of 75 in tender document	NA	NIL	NIL
Total Bid Price Rs						NIL





Eastern Technology Group

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Correspondence Address

Eureka Tower, 2nd Floor, near U-Turn,
Chandmari, Guwahati - 781 003.
☎: 97060 - 61650, 98649 - 82790
E-mail ID: etgr_solution@yahoo.com,
etgr.service15@gmail.com

Registered Office

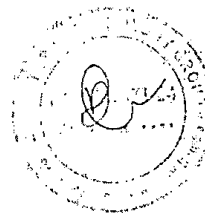
R.G. Baruah Road, Opp. Doordarshan
Kendra, AIDC, Guwahati - 781 024
☎: 70860 - 67883, 88110 - 76040.
E - Mail ID: etgrguwahati@gmail.com

List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No.]	[insert description of Related Services] [insert: after modifying as appropriate deleting inapplicable items from the following:]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
1.	On-Site installation of the supplied Goods/items	1400	1400	Delivery at ARIAS Society (ARIASS), Agriculture Complex, Khanapara, G.S. Road, Guwahati - 781022 (Assam, India) as per in Page 3 of 75 and Installation and Commissioning and Warranty Services at final destination (at district Head as per Annex - 1)	90 days from issue of work order
4.	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of 3 (three) years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract	1400	1400		Three (3) years from issue of work order

1. If applicable

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]



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Correspondence Address

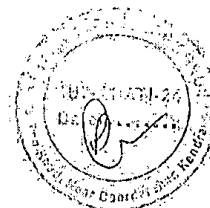
Eureka Tower, 2nd Floor, near U-Turn,
Chandmani, Guwahati - 781 003
☎: 97060 - 61650, 98649 - 82790
E-mail ID: etgr_solution@yahoo.com,
etgr.service15@gmail.com

Registered Office

R.G. Baruah Road, Opp. Doordarshan
Kendra, AIDC, Guwahati - 781 024
☎: 70860 - 67883, 88110 - 76040.
E - Mail ID: etgrguwahati@gmail.com

LIST OF GOODS AND DELIVERY SCHEDULE

Line Item No	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BPS	Delivery (as per Incoterms) Date			Bid Security (In Indian Rupees)
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date	
1	Desktop	300	300	Delivery at ARIAS Society (ARIASS), Agriculture Complex, Khanapara, G.S. Road, Guwahati - 781022 (Assam, India) as per in Page 3 of 75 and Installation and Commissioning and Warranty Services at final destination (at district head as per Annex - 1)	60 days from issue of work order	90 days from issue of work order	Within 90 days from issue of work order	50,000
2	Desktop	300	300		60 days from issue of work order	90 days from issue of work order	Within 90 days from issue of work order	50,000
3	Desktop	300	300		60 days from issue of work order	90 days from issue of work order	Within 90 days from issue of work order	50,000
4	Desktop	250	250		60 days from issue of work order	90 days from issue of work order	Within 90 days from issue of work order	50,000
5	Desktop	250	250		60 days from issue of work order	90 days from issue of work order	Within 90 days from issue of work order	50,000



SPECIAL CONDITIONS OF CONTRACT

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

GCC 1.1(j)	The Purchaser is: State Project Director, ARIAS society
GCC 1.1 (o)	Final destinations (Project Site)" is/are • Final Destination with regards to Delivery of the Computers is 'ARIAS Society' office; Address: ARIAS Society, Agriculture Complex, Khanapara, GS Road, Guwahati- 781022 (Assam, India) (Transportation from ARIAS Office to installation site will be done by ARIAS Society). • Final Destination with regards to Installation & Commissioning of the Computers is at district Head Quarters & Sub-Divisional office (Annex-1).
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2010.
GCC 8.1	For notices, the Purchaser's address shall be: The State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP), Assam Rural Infrastructure and Agricultural Services (ARIAS) Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India) website: www.arias.in; Telephone: +91 361-2332004, Email address: spd@arias.in
GCC 10.2	Settlement of Disputes The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the

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	Indian Council of Arbitration. (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration making such an appointment shall be furnished to each of the parties.
	(c) Arbitration proceedings shall be held at Guwahati India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration. Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.
GCC 12.1 and 25.2	The scope of supply for the Goods and Related Services to be supplied shall be as specified below:
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are given below: GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser : (i) 3 Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) 2 Copies of packing list identifying contents of each package;

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	(iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate of origin. (viii) The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed "shall not," be adjustable.
GCC 16.1	GCC 16.1 Payment shall be made in Indian Rupees in the following manner:
	(a) (i) On Delivery: Ninety five (95)% of the contract price shall be paid on receipt of the Desktop Computers at ARIAS Society, successful testing and upon submission of the documents specified in Clause 13 of SCC; and (ii) On Final Acceptance: The bidder shall also have to commission the computers at the final destinations (At district Head Quarters & Sub-Divisional Offices as per Annex-1) within 10 (ten) days of intimation by the ARIAS Society and send an email from the respective computer (showing the Mac ID and the system configuration) to the given email address of ARIAS society. Remaining 5% shall be made within 30 (thirty) days after commissioning of the computers at final destination after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VII - item 6.
	(c) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. (ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of supply of the goods at their final destination.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the suppliers shall be 60 (Sixty) days.

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	The interest rate that shall be applied is 4%.
GCC 17	In the case of tax / duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.
GCC 18.1	Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.
GCC 18.3	If required, the Performance Security shall be in the form of a "Bank Guarantee" or "a cashier's cheque or banker's certified cheque or crossed demand draft or pay order" drawn in favour of the Purchaser.
GCC 18.4	Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
GCC 18.5	Add as Clause 18.5 to the GCC the following: In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.
GCC 23.2	<u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. Suppliers should use recycled materials as much as possible for packing
GCC 24.1	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be

	included in the Contract Price.
GCC 25.2	Incidental services to be provided includes: i) On-Site installation of the supplied Goods/items ii) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of 3 (three) years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract
GCC 26.1	The inspections and tests shall be as follows: (a) The purchaser reserves the right to appoint at it's cost any inspection agency which shall be binding on the supplier. (b) The ARIAS Society through its authorized representative(s) reserves the right to inspect the Goods at the factory before shipment as well as at the Final destinations. Full required quantity of the deliverables would be inspected by the purchaser or his authorized representative. (c) If the performance of the supplied goods are not found satisfactory and are not in conformity with the prescribed technical inspection the purchaser may reject the goods and the supplier shall immediately take step either to replace the goods or to rectify the defect to the satisfaction of the purchaser. (d) The Inspections and tests shall be conducted at: the factory premises for pre- shipment inspection and also at the goods final destinations as specified.
GCC 26.2	The Inspections and tests shall be conducted at the factory premises for pre-shipment inspection and also at the goods final destinations as specified
GCC 27.1	The liquidated damages shall be: 0.5% of contract price per week or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC 28.3	For purposes of the Warranty, the place(s) of final destination(s) shall be as given at Annex-1 GCC 28.3—In partial modification of the provisions, the warranty period shall be 36 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the warranty requirements specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall,: (a) make such changes, modifications, and/or additions to the Goods

	or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, within 15 (fifteen) days of intimation by the purchaser or else, the purchaser may impose liquidated damages for the failure to meet the contractual guarantees from the performance security. The rate of these liquidated damages shall be 0.05% per week or part thereof.
GCC 28.5	The period for repair or replacement shall be: 15 days.
GCC 31.1	This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.

General Conditions of Contract

1. Definitions

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

- (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "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.
- (i) "Purchaser's Country" is India.
- (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

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(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "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 Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt & Fraudulent Practices

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

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

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 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 the parties with respect thereto made prior to the date of Contract.

4.4 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.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) 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.

(b) 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.

4.6 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.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing

language and all risks of the accuracy of such translation, for documents provided by the Supplier.

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7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 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.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of

procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied 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**.

16. Terms of

16.1 The Contract Price, including any Advance Payments, if

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Payment

applicable, shall be paid as specified in the SCC.

16.2 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 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than **sixty (60) days** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 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.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) 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.

19. Copyright

19.1 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 Supplier, 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 such third party.

20. Confidential Information

20.1 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 20.

20.2 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 performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) 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
- (d) otherwise lawfully becomes available to that party from a

thirdparty that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 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.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards 22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) 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 Schedule of Requirements. 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 GCC Clause 33.

23. Packing and Documents 23.1 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 goods' final destination and the absence of heavy handling facilities at all points in transit.

- 23.2 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.
- 24. Insurance** 24.1 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, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation & Incidental Services** 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed

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**26. Inspections
and Tests**

- upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 26.1 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 the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 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.
- 26.5 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 added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the

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results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery 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 delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 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.

28.2 Subject to GCC Sub-Clause 22.1(b), 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 normal use in the conditions prevailing in the country of final destination.

28.3 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, or for eighteen (18) months after the date of shipment from the port

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or place of loading in the country of origin, whichever period concludes earlier.

28.4 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 such defects.

28.5 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.

28.6 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.

**29. Patent
Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub- Clause 29.2, 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:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

29.2 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.

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29.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, 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.

29.4 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.

29.4 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.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors 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 Supplier 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 arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, 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

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, 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.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (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 15.

32. Force Majeure

32.1 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.

32.2 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, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be

furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 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/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.

33.3 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.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 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 13, 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.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, 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 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

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35. Termination 35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written 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 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(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.

35.2 Termination for Insolvency.

- (a) 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.

35.3 Termination for Convenience.

- (a) 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.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) 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.

36. Assignment

36.1 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.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

"Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁴ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁵
- (ii) "fraudulent practice" is 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;¹⁶
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁷
- (iv) "coercive practice" is 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;¹⁸

14 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

15 For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

16 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

17 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

18 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(v) "obstructive practice" is:

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁹ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²⁰;

¹⁹ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, *inter alia*, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²⁰ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."



Eastern Technology Group

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TECHNICAL SPECIFICATIONS

Item No	Name of Goods or Related Service	Technical Specifications and Standards		Compliance
				Make & Model: <i>Lenovo ThinkCentre M75s Gen 2</i>
		Processor	Intel i5 10500 or higher or AMD Ryzen5 PRO 4650 or higher	Ryzen 5 Pro 4650 ✓
		Chipset & Motherboard	Latest OEM motherboard with OEM logo embossed on the motherboard (No sticker)	Yes ✓
		Memory	DDR4 8 GB or higher, minimum 2666Mhz	Yes ✓
		Storage	1 TB HDD, 7200 RPM	Yes ✓
		Graphics	Latest Integrated Graphic	Yes ✓
		Mouse & Keyboard	Wired keyboard & Optical Mouse (USB). Mouse and Keyboard should be from the same OEM only with proper logo of the OEM.	Yes
		Display	21 inch or higher, FHD, 1920X1080. Should be from the same OEM with proper logo of the OEM.	Yes. S22e
		Warranty	3 Years Comprehensive. A letter from OEM to be provided that they will provide warranty support.	✓ Yes
		Connectivity	10/100/1000 on board Integrated Gigabit Port + Wi-Fi + Bluetooth 4.2	Yes ✓
		I/O Ports	Minimum One HDMI or Display Port	Yes ✓
		USB	Minimum latest standard 4 USB Ports with minimum one Type-C Port	Yes ✓
		Operating System	Licensed Windows 10 Professional factory Pre-installed	Yes ✓
		Certification	Restriction of Hazardous Substances (ROHS) Compliance, BIS Registration under Compulsory Registration Scheme(CRS) of Meity.	Yes
		Related Services:	a. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods	Yes
			b. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract	Yes