

## **CONTRACT FOR CONSULTANT'S SERVICES**

### **Lump-Sum**

**Project Name:** Hon. Balasaheb Thackeray Agribusiness & Rural Transformation Project, SMART

**LoanNo.** IBRD Loan No 9031-IN

**Contract No.** SMART/PCMU/CS/38/2021-22

**Assignment Title:** Selection of System Integrator for design, development, implementation and maintenance of an Integrated IT-based MIS Platform for the Department of Agriculture, Maharashtra and SMART Project along with design and development of new modules in the MIS application as per the requirements of SMART

**Client:** Hon. Balasaheb Thackeray Agribusiness and Rural Transformation Project, SMART

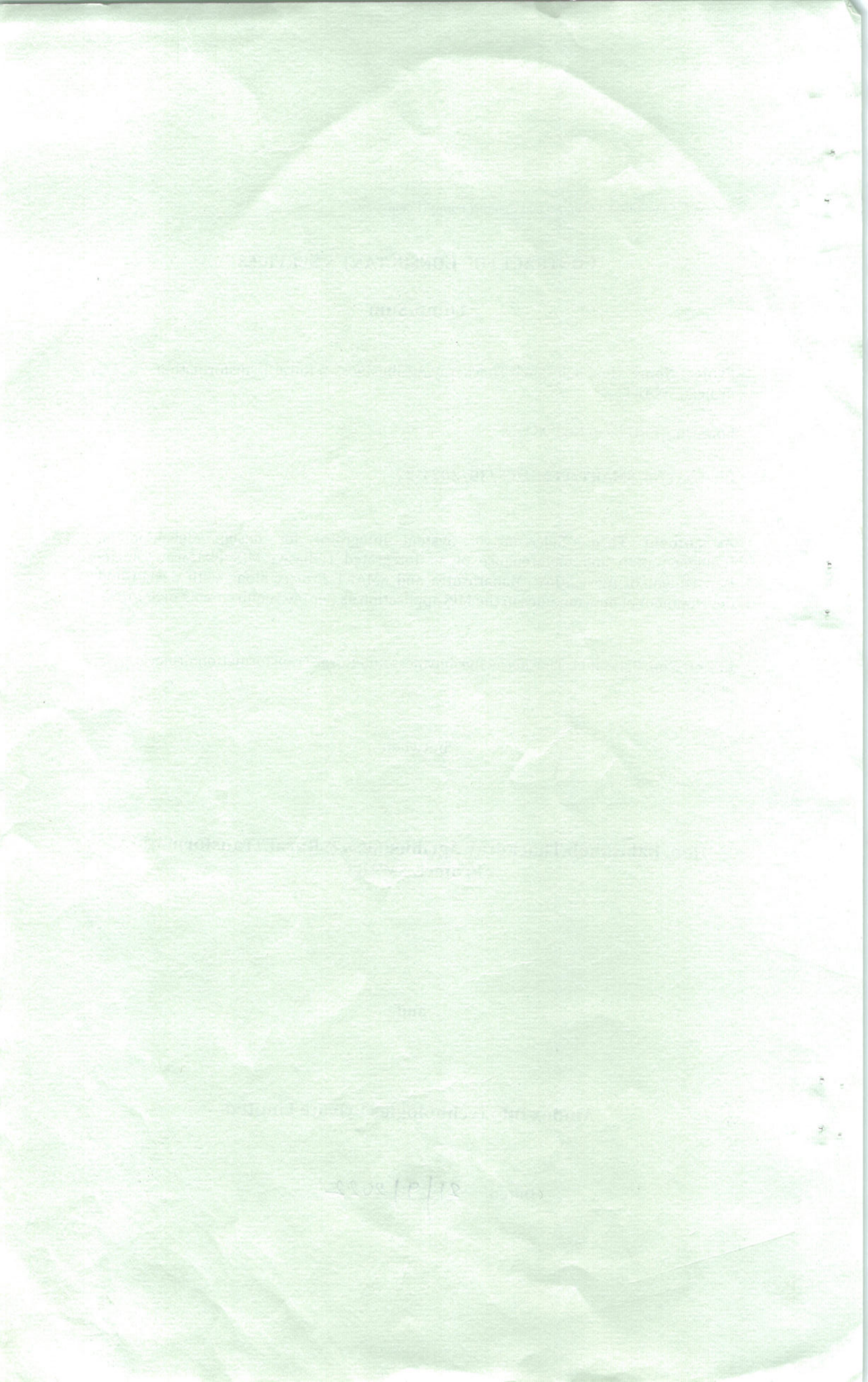
between

**Hon. Balasaheb Thackeray Agribusiness & Rural Transformation Project, SMART**

and

**Annex Info technologies Private Limited**

Dated: 21/9/2022





महाराष्ट्र MAHARASHTRA

2022

BP 356404

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी तो स्टॅम्प ६ महिन्यांच्या आत वापर करावयाचा आहे.

दस्तावेज प्रकार/ अनुच्छेद क्रमांक : ..... Agreement .....

दस्त नोंदणी करणार आहेत का : ..... Agreement .....

नोंदणी शोणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव : .....

मिळकतीचे वर्णन : .....

मोवदला क्रमांक : .....

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : Amnex Info Technology Phadoolabad,

दुसऱ्या पक्षकासचे नाव : Smart Agriculture Pune

हस्ते असाव्यास नाव व पत्ता : 5001-

मुद्रांक शुल्क रक्कम : ACOR Kalyan

मुद्रांक विक्री नोंद वही अनु. क्रमांक : 5777 दि. 20/9/2022

मुद्रांक विकत घेणाऱ्याची सही : Abdullah

परवानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/ परवाना क्रमांक : me

The Pune Lawyers Consumers  
Co-op Society Ltd., Pune-5  
LIC. No. 2201111

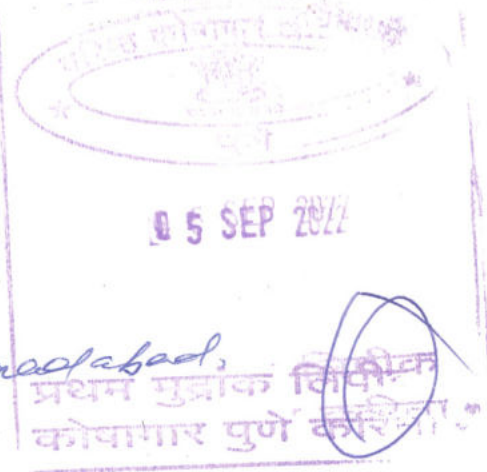
### I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the 21<sup>st</sup> day of the month of Sep, 2022 between, on the one hand, Project Director, Hon. Balasaheb Thackeray Agribusiness & Rural Transformation Project, SMART (hereinafter called the "Client") and, on the other hand, Amnex Info technologies Private Limited (hereinafter called the "Consultant").

WHEREAS

the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");





- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the *International Bank for Reconstruction and Development (IBRD)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct (ES)

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

Appendix G – Service Level Agreement (SLA)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; and Appendix E and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

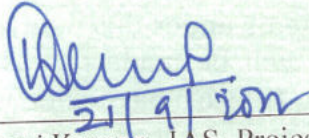
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**For and on behalf of Hon. Balasaheb Thackeray Agribusiness & Rural Transformation Project, SMART**



Dheeraj Kumar, IAS, Project Director, SMART

**For and on behalf of Annex Infotechnologies Private Limited**



~~Prati Mehta~~ [Principal Consultant]  
Sr. Principal Consultant-Agriculture  
Annex Infotechnologies Pvt. Ltd.



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
  - (d) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.
  - (f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **"Contractor"** means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
  - (i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the

