


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES Page 1
2. AMENDMENT/MODIFICATION NO. Modification No. 00001		3. EFFECTIVE DATE 20 Oct 2023	4. REQUISITION/PURCHASE REQ. NO. PR9721900-V2
		5. PROJECT NO. (If applicable)	
6. ISSUED BY AMERICAN CONSULATE GENERAL KOLKATA 5/1 HO CHI MINH SARANI ATTN: GSO/PROCUREMENT KOLKATA, INDIA 700071		CODE	7. ADMINISTERED BY (If other than Item 6) CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code) TAPAN KUMAR BARASH ELECTRIC CENTRE 13B, DHIRENDRA NATH GHOSH ROAD KOLKATA, INDIA 700 025		9a. AMENDMENT OF SOLICITATION NO.	
		9b. DATED (SEE ITEM 11)	
		10a. MODIFICATION OF CONTRACT/ORDER NO. 191N3021P0145	
		10b. DATED (SEE ITEM 13) 16 Mar 2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See line item detail.			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)			
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, is required to sign this document and return <u>2</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modified only to break down the requirements in line items to make payments in stages due to the delay attributed to USG. No additional funds are needed in this modification. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER Ryan Cleary	
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 19 Oct 2023

Line Items

191N3021P0145-P00001: AP/9721900/OBO/Electrical works Elevator project AmCenter

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
0001	<p>Miscellaneous electrical work , grounding, lights to support elevator replace project at American center building as per attached Scope of work.</p> <p>Supply and fixing of 63A 4 pole MCCB 25 Ka with Encloser Hager / Legrand make with locking arrangement."</p> <p>Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 1,017,800.00INR Change Amount: (951,500.00INR) New Amount: 66,300.00INR</p> <p>1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 183,204.00INR Change Amount: (171,270.00INR) New Amount: 11,934.00INR</p>	<p>1.00 2.00 3.00</p>	<p>lump sum --- lump sum</p>	<p>1,017,800.00INR (995,700.00INR) 22,100.00INR</p>	<p>1,017,800.00INR (951,500.00INR) 66,300.00INR</p> <p>Tax Amount: 11,934.00INR</p>
0002	<p>Supply and fixing of 16A 3 pole MCCB 25 Ka with Encloser Hager / Legrand make with locking arrangement."</p> <p>Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 99,000.00INR New Amount: 99,000.00INR</p> <p>1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 17,820.00INR New Amount: 17,820.00INR</p>	<p>0.00 6.00 6.00</p>	<p>--- each</p>	<p>0.00INR 16,500.00INR 16,500.00INR</p>	<p>0.00INR 99,000.00INR 99,000.00INR</p> <p>Tax Amount: 17,820.00INR</p>
0003	<p>Supply and making of Ground Earth station with (50 mm dia 3 mtrs length) copper bonded Earth Electrode withy 50 kg Earth Enhancing Compound and 25x3mm copper strip with Chemical Earthing/Grounding complete ground station.</p> <p>Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 100,000.00INR New Amount: 100,000.00INR</p> <p>1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 18,000.00INR New Amount: 18,000.00INR</p>	<p>0.00 2.00 2.00</p>	<p>--- each</p>	<p>0.00INR 50,000.00INR 50,000.00INR</p>	<p>0.00INR 100,000.00INR 100,000.00INR</p> <p>Tax Amount: 18,000.00INR</p>
0004	<p>"Supply and fixing of 16 sq mm single core copper Earth /ground wire from earth/ground station to Lift pit."</p>	<p>0.00 900.00 900.00</p>	<p>--- ---</p>	<p>0.00INR 275.00INR 275.00INR</p>	<p>0.00INR 247,500.00INR 247,500.00INR</p>

	Fiscal Data: 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 247,500.00INR New Amount: 247,500.00INR 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 44,550.00INR New Amount: 44,550.00INR		meter		Tax Amount: 44,550.00INR
0005	"Supply and fixing of 3x 4 sq mm copper armored Cable cable from gr floor Main switch to Lift pith for 3 nos lift" Fiscal Data: 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 117,000.00INR New Amount: 117,000.00INR 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 21,060.00INR New Amount: 21,060.00INR	0.00 300.00 <hr/> 300.00	meter ---	0.00INR 390.00INR <hr/> 390.00INR	0.00INR 117,000.00INR <hr/> 117,000.00INR Tax Amount: 21,060.00INR
0006	Supply and fixing of 10A 2 pole Mcb for main of Lift pit main Line Fiscal Data: 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 2,700.00INR New Amount: 2,700.00INR 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 15,000.00INR New Amount: 15,000.00INR	0.00 6.00 <hr/> 6.00	each ---	0.00INR 2,500.00INR <hr/> 2,500.00INR	0.00INR 15,000.00INR <hr/> 15,000.00INR Tax Amount: 2,700.00INR
0007	Cable End Termination 4 sq mm 3 core copper cable with copper socket Fiscal Data: 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 4,800.00INR New Amount: 4,800.00INR 1900-2019-2023-19__9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 864.00INR New Amount: 864.00INR	0.00 12.00 <hr/> 12.00	each ---	0.00INR 400.00INR <hr/> 400.00INR	0.00INR 4,800.00INR <hr/> 4,800.00INR Tax Amount: 864.00INR
0008	Civil work for Ground earth station	0.00 1.00	---	0.00INR 40,000.00INR	0.00INR 40,000.00INR

	Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 40,000.00INR New Amount: 40,000.00INR 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 7,200.00INR New Amount: 7,200.00INR	1.00	job	40,000.00INR	40,000.00INR Tax Amount: 7,200.00INR
0009	"Supply and fixing of 3x 6 sq mm copper armored Cable cable from gr floor Main switch to Lift machine room lift car & lift shaft main line" Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 123,000.00INR New Amount: 123,000.00INR 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 22,140.00INR New Amount: 22,140.00INR	0.00 300.00 300.00	--- meter	0.00INR 410.00INR 410.00INR	0.00INR 123,000.00INR 123,000.00INR Tax Amount: 22,140.00INR
0010	Supply and fixing of 16A 2 pole Mcb for main of Lift machine room Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 21,000.00INR New Amount: 21,000.00INR 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 3,780.00INR New Amount: 3,780.00INR	0.00 6.00 6.00	--- each	0.00INR 3,500.00INR 3,500.00INR	0.00INR 21,000.00INR 21,000.00INR Tax Amount: 3,780.00INR
0011	Supply and fixing of wall LED balkhead Light set with MS guard cover in Lift shaft Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513-XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 70,200.00INR New Amount: 70,200.00INR 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 12,636.00INR New Amount: 12,636.00INR	0.00 27.00 27.00	--- each	0.00INR 2,600.00INR 2,600.00INR	0.00INR 70,200.00INR 70,200.00INR Tax Amount: 12,636.00INR
0012	"Supply and laying of 3 core shielded cable	0.00		0.00INR	0.00INR

	from lift machine room to post -1 in plc. conduit pipe and others materials"	500.00 <u>500.00</u>	--- <u>each</u>	150.00INR <u>150.00INR</u>	75,000.00INR <u>75,000.00INR</u> Tax Amount: 13,500.00INR
	Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513- XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 75,000.00INR New Amount: 75,000.00INR 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161- XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 13,500.00INR New Amount: 13,500.00INR				
0013	Temporary lighting at dismantling & civil work time 3 nos 450 w metal light 230volt with proper wiring for 15 days -20 days"	0.00 1.00 <u>1.00</u>	--- <u>job</u>	0.00INR 30,000.00INR <u>30,000.00INR</u>	0.00INR 30,000.00INR <u>30,000.00INR</u> Tax Amount: 5,400.00INR
	Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513- XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 30,000.00INR New Amount: 30,000.00INR 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161- XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 5,400.00INR New Amount: 5,400.00INR				
0014	Temporary grounding/Earthing arrangement for MS Scaffolding work with wire etc.	0.00 1.00 <u>1.00</u>	--- <u>job</u>	0.00INR 9,000.00INR <u>9,000.00INR</u>	0.00INR 9,000.00INR <u>9,000.00INR</u> Tax Amount: 1,620.00INR
	Fiscal Data: 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-2513- XJN00005-362803-6280332000----- Previous Amount: 0.00INR Change Amount: 9,000.00INR New Amount: 9,000.00INR 1900-2019-2023-19_9305350002-2628-OBO--7563-191N3021P0145-4161- XJN00005-362803-6280332000----- (Tax) Previous Amount: 0.00INR Change Amount: 1,620.00INR New Amount: 1,620.00INR				

Previous Total: INR1,201,004.00
Modification Total: INR 0.00
Sub Total INR1,017,800.00
Tax Total INR 183,204.00
Grand Total: INR1,201,004.00
 (Includes Discounts & Taxes)

Order Comments: Payment: Through EFT within 30 days from the date of receipt of a proper invoice, or after goods/services have been accepted, whichever is later. For prompt payment: please advise EFT/Bank information along with invoice. Partial delivery & partial payment is authorized. Your point of contact for billing and payment related queries is our Budget & Fiscal section in Kolkata. The contact details are given below:
 1. Mr. Subhendu Ghosh - GhoshSX3@state.gov Tele: 3984-2538

Taxes: Our GST Unique Identification Number (UIN) is 1917USA00036UNT. Name of the organization as per UIN: Embassy of USA: Address: 5/1 Ho Chi Minh Sarani, Kolkata-700071

Note: Your GST No. and the PO Number must be mentioned on your invoice to be processed for payment. We will pay GST, please charge the same in your invoice.

Terms & Conditions: The purchase shall be bound by the FAR & DOSAR Clauses. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at these addresses:

<http://acquisition.gov/far/index.html> ; <http://farsite.hill.af.mil/search.htm>.

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

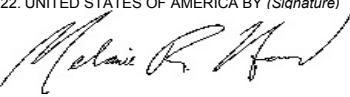
Billing:

Upon completion of your job/delivery of materials please submit your original invoice at the below address only. The PO Number must be mentioned on your Invoice for timely payment. You may also attach a copy of your PO with the Invoice.

Budget & Fiscal
American Consulate General
American Center
38A Jawaharlal Nehru Road
Kolkata 700071

Partial payments are authorized subject to approval of the Contracting Officer.

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.				PAGE OF PAGES Page 1			
1. DATE OF ORDER 12 Mar 2021		2. CONTRACT NO.(If any)		6. SHIP TO: 191N3021P0145, KOLKA			
3. ORDER NO. 191N3021P0145		4. REQUISITION/REFERENCE NO. PR9721900		a. NAME OF CONSIGNEE ATTN: GSO/WAREHOUSE			
5. ISSUING OFFICE (Address correspondence to) AMERICAN CONSULATE GENERAL KOLKATA 5/1 HO CHI MINH SARANI ATTN: GSO/PROCUREMENT KOLKATA, 700071 Contact Name: Arvind Poddar Phone: Email: PODDARAX@state.gov				b. STREET ADDRESS 5/1 HO CHI MINH SARANI			
				c. CITY KOLKATA	d. STATE	e. ZIP CODE 700071	
				f. SHIP VIA			
7. TO:				8. TYPE OF ORDER			
a. NAME OF CONTRACTOR TAPAN KUMAR BARASH DUNS NUMBER 650915056		CONTACT PHONE NUMBER 93310-26716 E-MAIL: FAX:		<input checked="" type="checkbox"/> a. PURCHASE ORDER REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. <input type="checkbox"/> b. DELIVERY ORDER -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
b. COMPANY NAME ELECTRIC CENTRE							
c. STREET ADDRESS 13B, DHIRENDRA NATH GHOSH ROAD							
d. CITY KOLKATA	e. STATE	f. ZIP CODE 700 025	10. REQUISITIONING OFFICE AMERICAN CONSULATE GENERAL KOLKATA ATTN: GSO/MAINT				
9.ACCOUNTING AND APPROPRIATION DATA See line item detail. \$14,462.09USD							
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination		
13. PLACE OF a. INSPECTION b. ACCEPTANCE		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 31 Mar 2021			
				16. DISCOUNT TERMS			
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
SEE LINE ITEM DETAIL							
SEE BILLING INSTRUCTIONS ON REVERSE		18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
		21. MAIL INVOICE TO:					17(h) TOT. (Cont. pages)
		a. NAME AMERICAN CONSULATE GENERAL KOLKATA					
		b. STREET ADDRESS (or P.O. Box) 38A, JAWAHARLAL NEHRU ROAD ATTN: B&F/PROCUREMENT					
		c. CITY KOLKATA d. STATE					
					1,201,004.00INR	17(i) (GRAND TOTAL)	
		e. ZIP CODE 700071					
22. UNITED STATES OF AMERICA BY (Signature)  12 Mar 2021				23. NAME Typed Melanie R. Howard-INC1341545 TITLE: CONTRACTING/ORDERING OFFICER			

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO.

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12 Mar 2021		TITLE AP/9721900/obo/Electrical works Elevator project AmCenter		CONTRACT NO.	ORDER NO. 191N3021P0145	
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Miscellaneous electrical work , grounding, lights to support elevator replace project at American center building as per attached Scope of work - and quotation Tax: 183,204.00INR Fiscal Data: 1017800.00INR 1900-2019-2023-19_9305350002-2628-OBO- -7563-191N3021P0145-2513-XJN00005-362803-6280332000----- 183204.00INR 1900-2019-2023-19_9305350002-2628-OBO- -7563-191N3021P0145-4161-XJN00005-362803-6280332000----- (Tax)	1.00	lump sum	1,017,800.00INR	1,017,800.00INR	

Order Comments:

Payment: Through EFT within 30 days from the date of receipt of a proper invoice, or after goods/services have been accepted, whichever is later. For prompt payment: please advise EFT/Bank information along with invoice. Partial delivery & partial payment is authorized.

Your point of contact for billing and payment related queries is our Budget & Fiscal section in Kolkata. The contact details are given below:

1. Mr. Subhendu Ghosh - GhoshSX3@state.gov Tele: 3984-2538

Taxes: Our GST Unique Identification Number (UIN) is 1917USA00036UNT. Name of the organization as per UIN: Embassy of USA: Address: 5/1 Ho Chi Minh Sarani, Kolkata-700071

Note: Your GST No. and the PO Number must be mentioned on your invoice to be processed for payment. We will pay GST, please charge the same in your invoice.

Terms & Conditions: The purchase shall be bound by the FAR & DOSAR Clauses. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at these addresses:

<http://acquisition.gov/far/index.html> ; <http://farsite.hill.af.mil/search.htm>.

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

Billing:

Upon completion of your job/delivery of materials please submit your original invoice at the below address only. The PO Number must be mentioned on your Invoice for timely payment. You may also attach a copy of your PO with the Invoice.

Budget & Fiscal
American Consulate General
American Center
38A Jawaharlal Nehru Road
Kolkata 700071

TOTAL	1,017,800.00INR
TAX TOTAL	183,204.00INR
GRAND TOTAL CARRIED FORWARD TO 1 ST PAGE (ITEM 17h)	1,201,004.00INR

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

TERMS AND CONDITIONS LISTED ON FOLLOWING PAGE.

**OPTIONAL
FORM 348**

(REV.
9/2012)
Prescribed by
GSA - FAR (48
CFR) 53.213(f)

Terms and Conditions

52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high. Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment

or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of provision)