

# Procurement of Goods

Single-Stage: Single-Envelope  
Under Shopping

## Government of Odisha

Skill Development and Technical Education  
Department

(ADB Loan No.3539)

**PKG 0150: IT Equipment for setting up of COE in  
Industrial Automation & Smart Manufacturing at WSC**

Issued on	:	14 <sup>th</sup> March 2024
Invitation for Bids No	:	OSDA/WSC/Goods/M8-2024
OCB No	:	PKG-0150
Purchaser	:	Odisha Skill Development Authority
Country	:	India

## REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Odisha Skill Development Project (OSDP)

Source of Funding : ADB Loan Number: 3539

Contract Ref : **PKG 0150: IT Equipment for setting up of COE in Industrial Automation & Smart Manufacturing at WSC**

Date of Issue of Request: **14<sup>th</sup> March 2024**

To : Open Competitive Bidding (OCB)

Sir/Madam:

1. The **Odisha Skill Development Authority, Skill Development and Technical Education Department, Government of Odisha** (Purchaser) hereby requests you to submit price quotation/(s) for the Supply and Services of the following items:

Sl. No.	Item No.	Description	Quantity with Unit		
			Industrial Automation	Smart Manufacturing	Total
IT Equipment for setting up of COE in Industrial Automation & Smart Manufacturing at WSC					
1	A1	Computers with Two monitors	10 Nos	-	10 Nos
2	A2	Computers with one monitors	1 No	10 Nos	11 Nos
3	A3	Computer Server without monitor	1 No	-	1 No
4	A4	Projector	1 No	1 No	2 Nos
5	A5	TV screens 53"	1 No	-	1 No
6	A6	Printer	1 No	1 No	2 Nos

To assist you in the preparation of your price quotation the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract** are enclosed.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of an ADB member country, or
  - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - (c) you/your firm are/is owned by the Purchaser, or
  - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anti-corruption Policy (1998, as amended to date), or
  - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified as Substantive Responsive bidder, you must submit duly filled Technical Proposal including following Annexures (formats are attached) and Price Quotation in single envelope:
  - i. Nonrefundable processing fee INR 3000 in form of DD/Banker's cheque in favour of Odisha Skill Development Authority.
  - ii. Duly Filled Bidder's Information sheet (Annexure 1)
  - iii. Experience as a main Service Provider of at least one completed contract in the last 5 calendar years from the date of Quotation Invitation of **INR 8,92,500** with nature similar to the items in the supply schedule of this contract. (Annexure 2)
  - iv. Printed catalogues with make (if any) and detail technical specifications of the offered goods/equipment in similar sequence as required by the purchaser.
  - v. If the bidder is different, then Authorization of dealer/distributor/ manufacturer/affiliate, (as the case may be).
  - vi. Duly filled Form of Quotation along with Annexure 1 and 2.
4. Your price quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

#### Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be in **INR**.
- (b) The prices should be quoted for supply and delivery to **World Skill Center, Bhubaneswar**, Odisha and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in **English** language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Bhubaneswar.
- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) Your quotation(s) should be valid for a period of 120 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years

#### Submission and Opening

- (e) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by **15<sup>th</sup> April 2024 at 2:00 PM** with the required documents signed, sealed and addressed to and delivered to the following address:

Purchaser's Address: **Chief Executive Officer, Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department**  
Street address: **Block B, Sector A, Tower, 2010,**  
Floor/Room number: **Mancheswar Industrial Estate,**  
City: **Bhubaneswar**  
ZIP code: **751007**  
Country: **India**  
Telephone: **+91-674-2580079**  
E-mail: **tenders@worldskillcenter.org**

- (f) Price Quotations of only bidders, whose bid is found complete shall be opened in public, in the presence of participating suppliers' representatives who choose to attend on **15<sup>th</sup> April 2024** at

**4:00PM** and at the following address.

**L16 Board Room, WSC, Bhubaneswar, Odisha, India.**

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to this **Request for Quotation** will only be evaluated by comparison of their offer prices. The quotation of the substantive non responsive bidder will not be considered and evaluated. A quotation is not substantially responsive if the bidder does not provide required experience certificate or fails to provide supplementary information if required by the purchaser and the quotation contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (h) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
  - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (i) The Purchaser shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.
  - (j) The Service Provider whose quotation has been accepted will be notified by the Purchaser within 120 days from the date of submission of quotation or extended date, whichever is later, through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
  - (k) The successful Service Provider shall sign the **Contract** governed by the **Contract Terms and Conditions**. [The quoted price shall include all applicable taxes such as GST (Goods and Service Tax)etc. in India ]
5. Further information can be obtained from:
- |           |  |
|-----------|--|
| Name      | : Chief Executive Officer,   |
| Address   | : <b>Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department</b> |
| Telephone | : <b>+91-674-2580079</b>   |
| E-mail    | : <b><u><a href="mailto:tenders@worldskillcenter.org">tenders@worldskillcenter.org</a></u></b>           |
6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any

procurement activities under an ADB-financed, -administered, or –supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or Service Providers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or Service Providers):<sup>1</sup>

(a) Name of Institution: \_\_\_\_\_

(b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_

(c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or Service Providers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

(a) Nature of the offense/violation: \_\_\_\_\_

(b) Court/Area of jurisdiction: \_\_\_\_\_

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Service Providers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

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<sup>1</sup>.

Sincerely,

**-Sd-**

Chief Executive Officer,  
Odisha Skill Development Authority (OSDA)  
Skill Development and Technical Education  
Department, Government of Odisha.  
(Purchaser)

## FORM OF QUOTATION (Goods)

\_\_\_\_\_ (Date)

Chief Executive Officer,  
Odisha Skill Development Authority (OSDA),  
Address: Block B, Sector A, Tower, 2010,  
Mancheswar Industrial Estate,  
Bhubaneswar, Odisha  
ZIP code: **751007**  
Country: **India**  
Telephone: **+91-674-2580079**  
E-mail: **tenders@worldskillcenter.org**

We offer to execute the \_\_\_\_\_ [name and number of Contract]  
in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule**  
accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words and numbers]  
(\_\_\_\_\_) (**unit cost and item wise total cost is attached at Attachment 1**) [name of  
currency] \_\_\_\_\_. We propose to complete the delivery of Goods and Services described in the Contract  
within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We  
understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions  
imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that  
prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not  
owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development  
Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision  
of the United Nations Security Council.

Name of Service Provider	:	_____
Authorized Signature	:	_____
Name of Signatory	:	_____
Title of Signatory	:	_____
Address	:	_____
Telephone Number	:	_____
Fax Number, if any	:	_____
Email address (optional)	:	_____

*(Note: Total price to be carried forward to Form of Quotation)*

### **Attachment 1**

Item	Description	Unit	Quantity	Unit Price	Total Price	Delivery Schedule
IT Equipment for setting up of COE in Industrial Automation & Smart Manufacturing at WSC						
1	PKG 0150: IT Equipment for setting up of COE in Industrial Automation & Smart Manufacturing at WSC	All items of the package	1 Set			90 days from contract effective date
2	Related services of above goods as per Foot Note.	For all items	1			
Total Price including Related Services (In Figure)						
Total Price including Related Services (In Words)						

**[Note: 1. The schedule may be for a package with several items but requiring a single package price. However, the bidder has to attach the individual cost and details of each item of the package in the separate sheet as a supporting document (Attachment 2) for working out cost of individual item in a package.**

**2. The Related services includes cost of transportation, loading, unloading, insurance, spare parts for maintenance, tools for operation, cost for 3 year complete warranty, commissioning, staff training.**

**3. Prices shall be in local currency by including all eligible taxes of purchaser's country.**

**4. The Purchaser may seek from bidder, any relevant information and details of each individual item and related service.]**



(Note: Cost of item 1 and item 2 are to be carried forward to Attachment 1 in appropriate place)

## Attachment 2

## Rate of individual Items

Sl. No.	Item No.	Description	Quantity with Unit	Item Rate /Unit Excluding tax (in INR)	Item Rate /Unit Including tax (in INR)	Total Cost Including tax (in INR)
<b>Item No 1</b>						
<b>IT Equipment for setting up of COE in Industrial Automation &amp; Smart Manufacturing at WSC</b>						
1	A1	Computers with Two monitors	10 Nos			
2	A2	Computers with one monitors	11 Nos			
3	A3	Computer Server without monitor	1 No			
4	A4	Projector	2 Nos			
5	A5	TV screens 53"	1 No			
6	A6	Printer	2 Nos			
<b>Total Cost (INR) in Figure</b>						
<b>Total Cost (INR) in Words</b>						
<b>Item No 2</b>						
<b>Total Cost of Related Services (INR) In Figure</b>						
<b>Total Cost of Related Services (INR) In Words</b>						


### Attachment 3

#### TECHNICAL SPECIFICATIONS

#### PKG 0150 - IT Equipment for setting up of COE in Industrial Automation & Smart Manufacturing at WSC

Item No.	Name of Goods or Related Services	Description	Quantity with UoM
<b>IT Equipment for setting up of COE in Industrial Automation &amp; Smart Manufacturing at WSC</b>			
A1	Computers with Two monitors	<ul style="list-style-type: none"> <li>• Monitor: DUAL Monitors 32 inch or higher with HDMI/DP</li> <li>• Resolution: FHD 1920 x 1080, 60hz or more</li> <li>• CPU: Intel core i7 12th gen or higher</li> <li>• GPU: Nvidia 4060 RTX</li> <li>• RAM: 16GB</li> <li>• SSD: 1TB PCIE nvme m.2</li> <li>• USB slots: 10 or higher</li> <li>• Ethernet port: RJ45 Gigabit</li> <li>• Wi-Fi Connectivity: Yes, Wi-Fi 6</li> <li>• Audio IO Port: 3.5mm Headphones &amp; 3.5mm Microphone</li> <li>• OS: Win 10 Pro (factory preloaded)</li> <li>• Certifications: Epeat(india), ROHS, Energy star, Windows, ISO 9001, ISO 14001, ISO 27001</li> <li>• Mouse: Wired or Wireless, 2-button, optical mouse</li> <li>• Sound: Built-in audio or soundcard, and speakers</li> <li>• Headphones: Headphones or earbuds, with built-in microphone</li> <li>• Webcam: Either external USB device or built-in</li> <li>• Warranty: 3 years onsite</li> </ul>	10 Nos
A2	Computers with one monitors	<ul style="list-style-type: none"> <li>• Monitor: 32 inch or higher with HDMI/DP</li> <li>• Resolution: FHD 1920 x 1080, 60hz or more</li> <li>• CPU: Intel core i7 12th gen or higher</li> <li>• GPU: Inbuilt / Intel UHD / iris</li> <li>• RAM: 16 GB or higher, DDR4 or DDR5</li> </ul>	11 Nos

		<ul style="list-style-type: none"> <li>• SSD: 512 GB PCIE nvme m.2</li> <li>• USB slots: 10 or higher</li> <li>• Ethernet port: RJ45 Gigabit</li> <li>• Wi-Fi Connectivity: Yes, Wi-Fi 6</li> <li>• Audio IO Port: 3.5mm Headphones &amp; 3.5mm Microphone</li> <li>• OS: Win 10 Pro / Win 11 Pro (factory preloaded)</li> <li>• Certifications: Epeat(india), ROHS, Energy star, Windows, ISO 9001, ISO 14001, ISO 27001</li> <li>• Mouse: Wired or Wireless, 2-button, optical mouse</li> <li>• Sound: Built-in audio or soundcard, and speakers</li> <li>• Headphones: Headphones or earbuds, with built-in microphone</li> <li>• Webcam: Either external USB device or built-in</li> <li>• Warranty: 3 years onsite</li> </ul>	
A3	Computer Server without monitor	<ul style="list-style-type: none"> <li>• Processor Intel Xeon 2.20GHz</li> <li>• 32 GB RAM</li> <li>• 2 TB storage</li> <li>• 4 Gigabit ethernet ports</li> </ul>	1 No
A4	Projector	<p>Smart Interactive LCD Projector / Digital Teaching Device with</p> <ul style="list-style-type: none"> <li>• CPU - Intel Core i7</li> <li>• RAM (GB) - 8</li> <li>• Hard Disk Capacity (GB) - 1000</li> <li>• OS Compatibility - Windows 10 Professional</li> <li>• VGA Port - Yes</li> <li>• HDMI Port - YES</li> <li>• No. of USB 2.0 Ports (Nos) - 4</li> <li>• No. of USB 3.0 Ports (Nos) - 2</li> <li>• Keyboard &amp; Mouse - YES</li> <li>• Central Controller - Available</li> <li>• Board Aspect Ratio - 16 : 9</li> <li>• Touch interface - pen driven</li> <li>• Touch Technology - Infrared</li> <li>• Ability to integrate cameras in future</li> <li>• In built Speakers - Yes</li> <li>• Bluetooth connectivity - Yes</li> <li>• Wi-Fi connectivity - Yes</li> <li>• LAN Connectivity - Yes</li> <li>• Power Supply V(AC) - 100-240</li> </ul>	2 Nos

		<ul style="list-style-type: none"> <li>• Projector with Arm - Available</li> <li>• Type - Short Throw</li> <li>• Technology - DLP</li> <li>• Brightness (Lumens) - 3000 &amp; above</li> <li>• Projection Lamp - UHP</li> <li>• Life of projection Lamp (In normal Mode) - 5000 Hours</li> <li>• Cabinet - Wall Mounted lockable enclosure</li> <li>• Air Mouse with Laser Pointer - Available</li> <li>• Warranty - 5 Years</li> <li>• BID specific OEM authorization</li> <li>• BIS certification of the product</li> <li>• Enclosure for all the accessories to be provided (Specification: Size H- 34 Inch L- 25.5 Inch W- 11 Inch, MS Cabinet with Lockable facility, a separate lockable tray for Keyboard mouse, Floor stand)</li> <li>• Native Resolution: 1280mm x 800mm</li> <li>• Graphic Mode: WXGA</li> <li>• Weight: 4.80 kg</li> <li>• Dimension: 389 mm ( W) X 332 mm (D) X 125mm (H)</li> </ul> 	
A5	TV screens 53"	<ul style="list-style-type: none"> <li>• With wall mounting &amp; Stand facility</li> <li>• 53" screen size</li> </ul>	1 No
A6	Printer	<p>A3 Mono MFP Printer</p> <ul style="list-style-type: none"> <li>• Print Scan Copy</li> <li>• Separate Toner &amp; Drum</li> <li>• Copy Speed: Minimum 20 ppm A4, Minimum 10 ppm A3</li> <li>• Scan Speed: Minimum 12sheet/min Color, Minimum 23sheet/min Black</li> <li>• Printer Resolution: 600x600 dpi</li> </ul>	2 Nos

		<ul style="list-style-type: none"><li>• Scan Resolution: 600x600 dpi BW, 300x600 dpi Color</li><li>• Duplex: Auto</li><li>• RADF: Yes</li><li>• Connectivity: 2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; Ethernet 100Base-TX/10Base-T network</li><li>• Memory: 512MB or More</li><li>• Processor 1Ghz</li><li>• Duty Cycle: 60,000 Pages</li><li>• Display panel: 5 inch Touch</li><li>• Print language: UFR II or PCL 6</li><li>• Output Tray: 200 Sheets</li><li>• Warranty: 3 Years Onsite</li></ul>	
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## Letter of Acceptance

To:  
M/S .....  
Address ....  
India

Subject: **Notification of Award (Letter of Acceptance) for Package .....(Name and Number) for World Skill Centre (WSC) at Bhubaneswar**

Contract No. : **Package 0150**

Dear Ma'am/ Sir,

This is to notify that your Bid submitted for Package ..... against IFB dated ..... for Supply of the ..... **for World Skill Centre (WSC) at Bhubaneswar** for the Accepted Contract Amount of **INR ..... (Indian Rupees ..... only; inclusive of Government Charges for Duties and Taxes and other related services)**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by OSDA.

You are requested to furnish the unconditional Performance Security of **INR ..... (Indian Rupees ..... only@ 10% (Ten Percent) of the accepted contract amount)** with validity of 40 months from the date of the Letter of Acceptance; along with the duly signed Contract Agreement by the authorized representative of your firm on Stamp Paper of worth INR 200 before .....Template of the Contract Agreement with all attachments is included in RFQ document; whereas, Performance Security Form is attached along with this letter.

It may be noted that, after delivery and acceptance of the Goods, the Performance Security shall be reduced to **5% (five percent) of the Contract Price, i.e. INR ..... (..... only)** to cover the Supplier's warranty obligations, which is 36 months from the date of Acceptance Certificate issued by the Purchaser. Accordingly, the Supplier will have to furnish the second unconditional Performance Security of amount INR ..... to cover warranty obligations, which shall be valid for next 36 months after issuance of the Acceptance Certificate. The first Performance Security of 10% amount shall be refunded, once the second Performance Security is submitted by the Supplier.

Attached: Performance Security Format

Authorized Signatory

CEO, OSDA

## **Performance Security Format**

Bank's name, and address of issuing branch or office

**Beneficiary:** ..... Name and address of the Purchaser .....

**Date:** .....Insert date (as day, month, and year) .....

**Performance Guarantee No.:** .....

We have been informed that . . . . . name of the Service Provider. . . . . (Hereinafter called "the Service Provider") has entered into Contract No. . . . . Reference number of the contract . . . . . dated . . . . . with you, for the execution of . . . . . Name of contract and brief description of goods and related services. . . . . (Hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we . . . . . name of the bank . . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . name of the currency and amount in words . . . . . (. . . . . amount in figures. . . . .) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . day of . . . . ., . . . . ., and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to extension of the guarantee in response to the Purchaser's written request for any extension. Such extension to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 , The supporting statement under Article 15{a} and 15 {b} is hereby excluded.

.....

Signature(s) and seal of bank (where appropriate)

# CONTRACT

Name of Country: India

Project Name:

Name of Contract: \_\_\_\_\_

Contract Number \_\_\_\_\_

This Contract is entered into on \_\_\_\_[date]\_\_\_\_ day of \_\_\_\_[month]\_\_\_\_, \_\_\_\_[year], between \_\_\_\_[name of Purchaser]\_\_\_\_ (hereinafter called "the Purchaser") on the one part, and \_\_\_\_[name of Service Provider]\_\_\_\_ (hereinafter called "the Service Provider") on the other part.

Whereas the Purchaser has requested for quotation for \_\_\_\_\_ [description of goods] to be supplied by Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of \_\_\_\_ [amount in words] \_\_\_\_ [amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation**, with **Supply and Delivery Schedule**;
  - b) **Contract Terms and Conditions**; and
  - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Service Provider as provided herein, the Service Provider hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Service Provider, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Odisha, India [country of Purchaser] on the date indicated above.

**Signature and seal of the Purchaser:**  
For and on behalf of

**Signature and seal of the Service Provider:**  
For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative



## CONTRACT TERMS AND CONDITIONS

**Project Name:** Odisha Skill Development Project (OSDP)  
**Package No.**0150

**Purchaser:** CEO, OSDA

### 1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "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.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

### 2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

### 3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

### 4. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

### 5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

### 6. Fixed Contract Price

- 6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

**7. Delivery Schedule**

- 7.1 The delivery and related services should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 90 days from the contract effective date..

**8. Required Technical Specifications (with attachments as necessary)**

- (a) General Description
- (b) Specific details and technical standards
- (c) Printed catalogues with make (if any) and detail technical specifications of the offered goods/equipment in similar sequence as required by the purchaser.
- (d) If the bidder is different, then Authorization of dealer/distributor/ manufacturer/affiliate, (as the case may be).
- (e) Performance Parameters

Supplier confirms compliance with above specifications.

**9. Delivery and Documents**

- 9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) Three copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's three year's complete warranty certificate; and
- (c) Certificate of origin.
- (d) **Test report and Third party inspection report from authorized representative of purchaser.**
- (e) Any other document, if required

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

**10. Taxes and Duties**

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

**11. Payment**

- 11.1 Payment of the contract price shall be made in the following manner:

- (a) 90% within 45 days after delivery of all goods and completion of related services including installation, commissioning, insurance, warranty certificates, on site in accordance with the contract including the required documents; and
- (b) 10% after successful staff training and upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

**12. Warranty**

- 12.1 Goods offered should be covered by manufacturer's complete warranty for 36 months from the date of acceptance certificate issued by the Purchaser. The Performance Security shall be returned

to the Supplier not later than 28 days following the successful discharge of the warranty obligations by the Supplier.

**13. Defects**

- 13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

**World Skill Center,  
Block B, Sector A, Tower, 2010,  
Mancheswar Industrial Estate,  
Bhubaneswar, Odisha  
ZIP code: 751007  
Country: India**

**14. Resolution of Disputes**

- 14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Laws of India.

**15. Failure to Perform**

- 15.1 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 1.0 % percentage of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 % of the Contract Price . Once the maximum is reached, the Purchaser may terminate the Contract.

**16. Force Majeure**

- 16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) 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 Force Majeure event.

**17. Termination Due to Integrity Violation**

- 17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

**18. Accounts and Records**

- 18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

**19. Suspension of ADB Loan or Credit**

- 19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,
- (a) The Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
  - (b) If the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

*(Note: Duly filled to be submitted by Bidder with name, signature and official stamp)*

## **Annexure 1**

### **Form: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of a Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)	

*(Note: Duly filled to be submitted by Bidder with name, signature and official stamp)*

## Annexure 2

### Form: Contractual Experience

Contractual Experience			
<sup>a</sup> Contract No . . . . . of . . . . .	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Service Provider	
Total Contract Amount (INR)			
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Purchaser's name Address Telephone/Fax Number E-mail			
Description of the Similarity in Accordance with Criteria 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)			

<sup>a</sup>1. Bidder as a main Service Provider shall provide evidence of experience of 1 contract of amount **INR 8,92,500** of similar nature and complexity within last 5 calendar years from the Request For Quotation(RFQ) date.  
2 Purchaser can ask for any additional document as evidence of Contractual Experience.