

## **BIDDING DOCUMENT**

# **Procurement of Goods**

**Single-Stage: Two-Envelope  
Bidding Procedure**

## **Government of Odisha**

---

**Skill Development and Technical Education  
Department**

---

**(ADB Loan No.3539)**

---

**PKG-0151: Training Equipment & Tools for setting  
up COE in Industrial Automation at WSC**

---

**Issued on : 14<sup>th</sup> March 2024**

**Invitation for Bids No. : OSDA/WSC/Goods/M8-2024**

**NCB No. : Package 0151**

**Purchaser : Odisha Skill Development Authority**

**Country : India**

# **Preface**

This Bidding Document for Procurement of Goods has been prepared by Odisha Skill Development Authority and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, dated Dec 2016.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

# Table of Contents

## **PART I – Bidding Procedures**

Section 1.	Instructions to Bidders .....	1-1
Section 2.	Bid Data Sheet .....	2-1
Section 3.	Evaluation and Qualification Criteria .....	3-1
Section 4.	Bidding Forms .....	4-1
Section 5.	Eligible Countries.....	5-1

## **PART II – Supply Requirements**

Section 6.	Schedule of Supply .....	6-1
------------	--------------------------	-----

## **PART III – Conditions of Contract and Contract Forms**

Section 7.	General Conditions of Contract .....	7-1
Section 8.	Special Conditions of Contract .....	8-1
Section 9.	Contract Forms.....	9-1



# Section 1 - Instructions to Bidders

## Table of Contents

<b>A.</b>	<b>General .....</b>	<b>1-3</b>
1.	Scope of Bid .....	1-3
2.	Source of Funds .....	1-3
3.	Fraud and Corruption .....	1-3
4.	Eligible Bidders .....	1-5
5.	Eligible Goods and Related Services .....	1-6
<b>B.</b>	<b>Contents of Bidding Document.....</b>	<b>1-7</b>
6.	Sections of the Bidding Document .....	1-7
7.	Clarification of Bidding Document .....	1-7
8.	Amendment of Bidding Document.....	1-7
<b>C.</b>	<b>Preparation of Bids .....</b>	<b>1-8</b>
9.	Cost of Bidding .....	1-8
10.	Language of Bid .....	1-8
11.	Documents Comprising the Bid .....	1-8
12.	Bid Submission Sheets and Price Schedules .....	1-9
13.	Alternative Bids.....	1-9
14.	Bid Prices and Discounts.....	1-9
15.	Currencies of Bid .....	1-11
16.	Documents Establishing the Eligibility of the Bidder .....	1-11
17.	Documents Establishing the Eligibility of Goods and Related Services.....	1-11
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document .....	1-11
19.	Documents Establishing the Qualifications of the Bidder .....	1-12
20.	Period of Validity of Bids.....	1-12
21.	Bid Security/Bid-Securing Declaration .....	1-12
22.	Format and Signing of Bid .....	1-14
<b>D.</b>	<b>Submission and Opening of Bids .....</b>	<b>1-14</b>
23.	Sealing and Marking of Bids.....	1-14
24.	Deadline for Submission of Bids.....	1-15
25.	Late Bids.....	1-15
26.	Withdrawal, Substitution, and Modification of Bids.....	1-15

27.	Bid Opening .....	1-16
<b>E.</b>	<b>Evaluation and Comparison of Bids .....</b>	<b>1-18</b>
28.	Confidentiality.....	1-18
29.	Clarification of Bids .....	1-18
30.	Deviations, Reservations, and Omissions .....	1-19
31.	Examination of Bids .....	1-19
32.	Responsiveness of Technical Bid .....	1-19
33.	Nonmaterial Nonconformities.....	1-20
34.	Qualification of the Bidder .....	1-20
35.	Examination of Price Bids .....	1-20
36.	Correction of Arithmetical Errors .....	1-20
37.	Conversion to Single Currency .....	1-21
38.	Margin of Preference .....	1-21
39.	Evaluation of Price Bids .....	1-21
40.	Comparison of Bids.....	1-22
41.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids .....	1-22
<b>F.</b>	<b>Award of Contract .....</b>	<b>1-22</b>
42.	Award Criteria .....	1-22
43.	Purchaser's Right to Vary Quantities at Time of Award.....	1-22
44.	Notification of Award .....	1-22
45.	Signing of Contract.....	1-23
46.	Performance Security.....	1-23

## A. General

- |                                |  |
|--------------------------------|--|
| <b>1. Scope of Bid</b>         | <p>1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the National Competitive Bidding (NCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form and delivered against receipt;</li> <li>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</li> <li>(c) “day” means calendar day.</li> </ul>   |
| <b>2. Source of Funds</b>      | <p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.</p>  |
| <b>3. Fraud and Corruption</b> | <p>3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <ul style="list-style-type: none"> <li>(a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” means 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;</li> <li>(iii) “coercive practice” means 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;</li> </ul> </li> </ul> |

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
  - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

---

<sup>1</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).



- 3.2 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

**4. Eligible Bidders** 4.1

A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

- (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

- 4.4 A firm 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 (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

## **5. Eligible Goods and Related Services**

- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined, grown, 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 imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

## B. Contents of Bidding Document

- |   |            |   |
|---|------------|---|
| <b>6. Sections of the Bidding Document</b>  | <b>6.1</b> | <p>The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p><b>PART I Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section 1 Instructions to Bidders (ITB)</li> <li>• Section 2 Bid Data Sheet (BDS)</li> <li>• Section 3 Evaluation and Qualification Criteria (EQC)</li> <li>• Section 4 Bidding Forms (BDF)</li> <li>• Section 5 Eligible Countries (ELC)</li> </ul> <p><b>PART II Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section 6 Schedule of Supply (SS)</li> </ul> <p><b>PART III Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section 7 General Conditions of Contract (GCC)</li> <li>• Section 8 Special Conditions of Contract (SCC)</li> <li>• Section 9 Contract Forms (COF)</li> </ul> |
|   | <b>6.2</b> | <p>The IFB issued by the Purchaser is not part of the Bidding Document.</p>   |
|   | <b>6.3</b> | <p>The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.</p>  |
|   | <b>6.4</b> | <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.</p>  |
| <b>7. Clarification of Bidding Document</b> | <b>7.1</b> | <p>A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.</p>  |
| <b>8. Amendment of Bidding Document</b>     | <b>8.1</b> | <p>At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p>   |
|   | <b>8.2</b> | <p>Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.</p>   |

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

## C. Preparation of Bids

- |   |  |
|---|--|
| <b>9. Cost of Bidding</b>               | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.   |
| <b>10. Language of Bid</b>              | 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.   |
| <b>11. Documents Comprising the Bid</b> | <p>11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.</p> <p>11.2 The Technical Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Technical Bid Submission Sheet;</li> <li>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;</li> <li>(c) alternative Technical Bid, if permissible, in accordance with ITB 13;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;</li> <li>(e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;</li> <li>(f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>(g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;</li> <li>(h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and</li> <li>(i) any other document required in the BDS.</li> </ul> |

- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
  - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
  - (c) any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules**
- 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.
- 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in

any way limit the Purchaser's right to contract on any of the terms offered

- (a) for Goods offered from within the Purchaser's country:
  - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
  - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
  - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
  - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
  - (i) the local currency cost component of each item comprising the Related Services; and
  - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.

14.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price

discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.

- |  |   |
|--|---|
| <b>15. Currencies of Bid</b>   | <p>15.1 Bid prices shall be quoted in the following currencies:</p> <ul style="list-style-type: none"> <li>(a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.</li> <li>(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.</li> </ul>   |
| <b>16. Documents Establishing the Eligibility of the Bidder</b>  | <p>16.1 To establish their eligibility in accordance with ITB 4, Bidders shall</p> <ul style="list-style-type: none"> <li>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and</li> <li>(b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.</li> </ul>   |
| <b>17. Documents Establishing the Eligibility of Goods and Related Services</b>                            | <p>17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).</p>  |
| <b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b> | <p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).</p> <p>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).</p> |

- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.



- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
  - (b) an irrevocable letter of credit, or
  - (c) a cashier's or certified check,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
  - (b) if the successful Bidder fails to
    - (i) sign the Contract Agreement in accordance with ITB 45;
    - (ii) furnish a performance security in accordance with ITB 46; or
    - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

**22. Format and Signing of Bid**

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

**D. Submission and Opening of Bids****23. Sealing and Marking of Bids**

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 24.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be

clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.

## **27. Bid Opening**

27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening.

Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.

27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
- (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

- |                                  |   |
|----------------------------------|---|
| <b>28. Confidentiality</b>       | <p>28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p> |
| <b>29. Clarification of Bids</b> | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids, in accordance with ITB 36.</p>   |

- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Examination of Technical Bids**
- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) bid security or Bid-Securing Declaration, if applicable; and
  - (d) Manufacturer's Authorization, if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) If accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
    - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of

Supply) have been met without any material deviation, reservation, or omission.

### **33. Nonmaterial Nonconformities**

- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

### **34. Qualification of the Bidder**

- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.

### **35. Examination of Price Bids**

- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and



- (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.
- 38. Margin of Preference**
- 38.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 39. Evaluation of Price Bids**
- 39.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.
- 39.2 To evaluate a Price Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and

- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.
- 39.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
  - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 39.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).
- 40. Comparison of Bids** 40.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.
- 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## F. Award of Contract

- 42. Award Criteria** 42.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 42.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 43. Purchaser's Right to Vary** 43.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without

<b>Quantities at Time of Award</b>		any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
<b>44. Notification of Award</b>	44.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	44.2	At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
	44.3	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<b>45. Signing of Contract</b>	45.1	Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.
	45.2	Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
<b>46. Performance Security</b>	46.1	Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.
	46.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



## Section 2 - Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: <u>OSDA/WSC/Goods/M8-2024</u>
ITB 1.1	The Purchaser is: <u>Odisha Skill Development Authority (OSDA), Government of Odisha, Bhubaneswar.</u>
ITB 1.1	<p>The name of the National Competitive Bidding (NCB) is: <u>Procurement of Package -0151: Training Equipment &amp; Tools for setting up COE in Industrial Automation at WSC</u></p> <p>The identification number of the NCB is: <u>Package 0151</u></p> <p>The number and identification of lots comprising this NCB is: <u>OSDA/WSC/Goods/M8-2024- Package-0151: Training Equipment &amp; Tools for setting up COE in Industrial Automation at WSC</u></p>
ITB 2.1	The Borrower is: <u>Government of India</u>
ITB 2.1	The name of the Project is: <u>Odisha Skill Development Project</u>
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>clarification purposes</u> only, the Purchaser's address is:</p> <p>Attention: <u>Chief Executive Officer, Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department</u></p> <p>Street address: <u>Block B, Sector A, Tower, 2010,</u></p> <p>Floor/Room number: <u>Mancheswar Industrial Estate,</u></p> <p>City: <u>Bhubaneswar</u></p> <p>ZIP code: <u>751007</u></p> <p>Country: <u>India</u></p> <p>Telephone: <u>+91-674-2580079</u></p> <p>E-mail: <a href="mailto:tenders@worldskillcenter.org">tenders@worldskillcenter.org</a></p> <p>Websites: <a href="http://www.worldskillcenter.org">www.worldskillcenter.org</a> or <a href="http://www.skillodisha.gov.in">www.skillodisha.gov.in</a></p> <p><b>All Queries/ Clarifications, if required shall be intimated to all bidders through the Official Website of the purchaser. Bidders are therefore requested to follow the Project website before submitting the bid.</b></p> <p>A Virtual pre-bid meeting shall be held on <b>22.03.2024 at 11:00 AM</b> in the following location:</p> <p>Office of Chief Executive Officer Odisha Skill Development Authority (OSDA) Block B, Sector A, Tower, 2010, Mancheswar Industrial Estate, Bhubaneswar-751007 Country: India</p>

	<p>Bidders interested in attending virtual Prebid Meeting, may send formal request to the E Mail of OSDA latest by <b>20.03.2024 at 5:00 PM</b>. Link and other details shall be sent to their respective E-Mail ID.</p> <p>All the request for clarification in writing should reach before or on <b>27.03.2024</b>, after that no request will be considered.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <b><u>English</u></b>
<b>ITB 11.2 (i)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1) Processing fees of INR 10500 in form of DD/Banker's cheque in favor of OSDA.</li> <li>2) Bid Security as per ITB 21.1.</li> <li>3) Check list with page number and details of documents as per the requirement of ITB 11.2.</li> <li>4) Printed catalogues with make (if any) and detail technical specifications of the offered goods/equipment in similar sequence as required by the purchaser.</li> <li>5) Screen shot of bidder's website showing technical specifications of offered goods.</li> <li>6) Authorization of manufacturer/affiliate (as the case may be).</li> </ol>
<b>ITB 11.3 (c)</b>	The Bidder shall submit with its Price Bid the following additional documents: <b><u>Nil</u></b>
<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative Bids <b><u>Not</u></b> permitted.
<b>ITB 14.5</b>	The Incoterms edition is: <b><u>2020</u></b>
<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: <b>CIP up to the Point of Destination i.e.</b> World Skill Centre, Block B, Sector A, Mancheswar Industrial estate, Bhubaneswar, Odisha 751007.
<b>ITB 14.6 (b) (ii)</b>	NA
<b>ITB 14.6 (c) (ii)</b>	NA
<b>ITB 14.7</b>	The prices quoted by the Bidder <b><u>shall not</u></b> be adjustable.
<b>ITB 14.8</b>	<p>Prices quoted for each lot shall correspond at least to <b><u>100%</u></b> of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to <b><u>100%</u></b> of the quantities specified for this item of a lot.</p>
<b>ITB 15</b>	Bidders may express bid prices in <b>INR only</b> .

<b>ITB 19.2</b>	The Bidder shall include with its bid the Manufacturer's /Authorized dealer's/, Distributor's Authorization (as the case may be).
<b>ITB 19.3</b>	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
<b>ITB 20.1</b>	The bid validity period shall be <b><u>180 days.</u></b>
<b>ITB 21.1</b>	The Bidder shall furnish a bid security in the form of <b><u>Bank Gurantee of Amount INR 8,20,276 or \$9,883 with validity of 210 days from deadline of the bid submission date or Demand Draft of same amount.</u></b>
<b>ITB 21.2</b>	The ineligibility period will be <b><u>Not Applicable</u></b>
<b>ITB 21.4</b>	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), as per the requirement of ITB 21.1; the Purchaser shall request the Bidder to submit a compliant bid security within 15 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is: <b><u>One</u></b>
<b>ITB 22.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: "An organizational document- (a) Power of Attorney (in case the Bidder is a partnership or a sole proprietorship or a joint venture); (b) Board Resolution (in case the Bidder is a corporation); (c) Letter of Authorization, written on the Bidder's letterhead, (in case the Bidder is a partnership, sole proprietorship or a joint venture) specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b)"
<b>ITB 22.2</b>	The Bidder shall submit an acceptable authorization <b><u>within 7 days.</u></b>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	Bidders does not have the option of submitting their bids electronically.
<b>ITB 23.1 (b)</b>	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b><u>Not Applicable</u></b>
<b>ITB 23.2 (c)</b>	The identification of this bidding process is: <b><u>OSDA/WSC/Goods/M8-2024 - PKG-0151: Training Equipment &amp; Tools for setting up COE in Industrial Automation at WSC</u></b>

ITB 24.1	<p>For <b>bid submission purposes</b> only, the Purchaser's address is:</p> <p>Attention: <b><u>Chief Executive Officer, Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department</u></b></p> <p>Street address: <b><u>Block B, Sector A, Tower, 2010,</u></b></p> <p>Floor/Room number: <b><u>Mancheswar Industrial Estate,</u></b></p> <p>City: <b><u>Bhubaneswar</u></b></p> <p>ZIP code: <b><u>751007</u></b></p> <p>Country: <b><u>India</u></b></p> <p>Telephone: <b><u>+91-674-2580079</u></b></p> <p>E-mail: <a href="mailto:tenders@worldskillcenter.org">tenders@worldskillcenter.org</a>;</p> <p>Websites: <a href="http://www.skillodisha.gov.in">www.skillodisha.gov.in</a>; <a href="http://www.worldskillcenter.org">www.worldskillcenter.org</a></p>
ITB 24.1	<p><b>The deadline for bid submission is:</b></p> <p><b><u>Date: 15th April 2024</u></b></p> <p><b><u>Time: 2:00 PM</u></b></p>
ITB 27.1	<p><b>The technical bid opening shall take place at:</b></p> <p>Attention: <b><u>Chief Executive Officer, Odisha Skill Development Authority (OSDA)</u></b></p> <p>Street address: <b><u>Block B, Sector A, Tower, 2010,</u></b></p> <p>Floor/Roomnumber: <b><u>Mancheswar Industrial Estate,</u></b></p> <p>City: <b><u>Bhubaneswar</u></b></p> <p>ZIP code: <b><u>751007</u></b></p> <p>Country: <b><u>India</u></b></p> <p>Telephone: <b><u>+91-674-2580079</u></b></p> <p><b><u>Date: 15th April 2024</u></b></p> <p><b><u>Time: 4:00 PM</u></b></p>
ITB 27.1	<p>The electronic bid opening procedure shall be as follows: <b><u>Not Applicable</u></b></p>
ITB 27.6	<p>The Technical Bid Submission Sheet shall be initiated by: Three representatives of the Purchaser attending Technical Bid opening.</p>
ITB 27.11	<p>The Price Bid Submission Sheet and Price Schedules shall be initiated by: Three representatives of the Purchaser attending Price Bid opening.</p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 34.2	<p>The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder shall not be considered.</p>
ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes is: <b>INR</b></p> <p>The source of the selling exchange rate shall be: <b>Reserve Bank Of India</b></p> <p>The date for the selling exchange rate shall be: <b>Bid Closing Date</b></p>



<b>ITB 38.1</b>	Domestic preference shall not apply.
<b>F. Award of Contract</b>	
<b>ITB 43.1</b>	The maximum percentage by which quantities may be increased is: <b>10%</b> The maximum percentage by which quantities may be decreased is: <b>10%</b> <b>Unless otherwise mentioned differently in SCC.</b>



# Section 3 - Evaluation and Qualification Criteria

## Table of Criteria

<b>1. Technical Evaluation .....</b>	<b>3-2</b>
<b>1.1 Technical Criteria .....</b>	<b>3-2</b>
<b>2. Qualification .....</b>	<b>3-2</b>
<b>2.1 Eligibility.....</b>	<b>3-2</b>
2.1.1 Nationality .....	3-2
2.1.2 Conflict of Interest .....	3-2
2.1.3 ADB Eligibility .....	3-2
2.1.4 Government-Owned Enterprise .....	3-2
2.1.5 United Nations Eligibility.....	3-3
<b>2.2 Historical Contract Non-Performance.....</b>	<b>3-3</b>
2.2.1 History of Non-Performing Contracts .....	3-3
2.2.2 Pending Litigation and Arbitration .....	3-3
<b>2.3 Experience and Technical Capacity .....</b>	<b>3-4</b>
2.3.1 Contractual Experience .....	3-4
2.3.2 Technical Experience .....	3-4
<b>2.4 Financial Situation .....</b>	<b>3-5</b>
2.4.1 Historical Financial Performance.....	3-5
2.4.2 Size of Operation (Average Annual Turnover) .....	3-5
2.4.3 Cash Flow Capacity .....	3-5
<b>3 Economic Evaluation .....</b>	<b>3-6</b>
<b>3.1 Adjustment for Scope .....</b>	<b>3-6</b>
3.1.1 Local Handling and Inland Transportation .....	3-6
3.1.2 Minor Omissions or Missing Items .....	3-6
<b>3.2 Adjustment for Deviations from the Terms of Payment .....</b>	<b>3-6</b>
<b>3.3 Adjustment for Deviations in the Delivery and Completion Schedule .....</b>	<b>3-6</b>
<b>3.4 Operating and Maintenance Costs .....</b>	<b>3-6</b>
<b>3.5 Spare Parts .....</b>	<b>3-6</b>
<b>3.6 Performance and Productivity of the Goods.....</b>	<b>3-6</b>
<b>3.7 Multiple Lots (Contracts).....</b>	<b>3-6</b>
<b>3.8 Domestic Preference .....</b>	<b>3-6</b>

# 1. Technical Evaluation

## 1.1 Technical Criteria

"The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids."

# 2. Qualification Criteria

## 2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

### 2.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
---	-----------------------	-----------------------	-----------------------	----------------	---

### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	--------------------------------

### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	--------------------------------

### 2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	---

### 2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
---	-----------------------	-----------------------	-----------------------	----------------	--------------------------------

resolution in accordance with ITB Subclause 4.8.					
--	--	--	--	--	--

## 2.2 Historical Contract Non-Performance

### 2.2.1 History of Non-Performing Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract <sup>2</sup> did not occur as a result of contractor default since 1st January 2017.	Must meet requirement	Must meet requirements	Must meet requirement	N/A	Form CON-1 (Table 1)

## 2.3 Experience and Technical Capacity

### 2.3.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as a main reputed manufacturer/authorized supplier of reputed manufacturer within the last 5 calendar years from the bid publishing (IFB) date, of <b>at least 3 contracts each valued of calculated cost of INR 1,64,05,531/USD 197,657 or at least 2 contracts each valued of calculated cost of INR 2,05,06,893/USD 247,071 or 1 contract of cost of INR 3,07,60,381/USD 370,607</b> with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

<sup>2</sup>Non-performance as decided by the Purchaser shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

## 2.4 Financial Situation

### 2.4.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last 3 year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

### 2.4.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover calculated as total payments received by the Bidder for contracts completed or under execution in any three years over the last 5 Calender years from date of publishing (IFB) of the bid- <b>INR 6,15,20,679 or USD 741,213</b>	must meet requirement	must meet requirement	must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2

## 3. Economic Evaluation

### 3.1 Adjustment for Scope

#### 3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.

#### 3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

### 3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

### 3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

### 3.4 Operating and Maintenance (O&M) Costs

Yes, cost for 3 years annual maintenance is separate

### 3.5 Spare Parts

The list of items and quantities of each trade, likely to be required during the initial period of two years of operation is indicated in Section 6 (Schedule of Supply). The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price.

### 3.6 Performance and Productivity of the Goods

Not Applicable

### 3.7 Multiple Lots (Contracts)

NA.

### 3.8 Domestic Preference

Not Applicable





# Section 4 - Bidding Forms

## Table of Forms

Technical Bid Submission Sheet .....	4-1
Price Bid Submission Sheet .....	4-5
Price Schedule for Goods to Be Offered from Within the Purchaser's Country .....	4-8
Price Schedule for Goods to Be Offered from Outside the Purchaser's Country.....	4-11
Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country .....	4-14
Bid Security.....	4-16
Manufacturer's Authorization .....	4-17
Affiliate Company Guarantee .....	4-18
Bidder's Qualification.....	4-19
Form ELI – 1: Bidder's Information Sheet .....	4-20
Form ELI - 2: Joint Venture Information Sheet.....	4-21
Form CON – 1(Table 1): Historical Contract Non-Performance.....	4-22
Form EXP - 1: Contractual Experience .....	4-24
Form FIN - 1: Historical Financial Performance .....	4-26
Form FIN - 2: Size of Operation (Average Annual Turnover).....	4-27

## Technical Bid Submission Sheet

### -- Note --

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Date: \_\_\_\_\_  
 National Competitive Bidding (NCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:  
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder, either individually or as partner in a joint venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (g) Our firm, joint venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.<sup>3</sup>

<sup>3</sup>These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check [www.adb.org/integrity](http://www.adb.org/integrity) for updates.

- (h) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers 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.
- (i) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers 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/suppliers):

- (i) Name of Institution: \_\_\_\_\_
- (ii) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (iii) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

- (j) Our firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any Subcontractors or Suppliers 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:

- (i) Nature of the offense/violation: \_\_\_\_\_
- (ii) Court/Area of jurisdiction: \_\_\_\_\_
- (iii) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (iv) Other relevant details: \_\_\_\_\_

- (k) We understand that it is our obligation to notify ADB should our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the purchaser's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- (l) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers, are not from a country which is prohibited to export goods to or receive any payments from the purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations
- (m) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>4</sup>
- (n) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

---

<sup>4</sup> Use one of the two options as appropriate.

- (p) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (as amended from time to time).

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Price Bid Submission Sheet

### -- Note --

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: \_\_\_\_\_  
 National Competitive Bidding (NCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:  
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: . . . . . *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]* . . . . .

Methodology of Application of the Discounts: The discounts shall be applied using the following method: . . . . . *[specify in detail the method that shall be used to apply the discounts]* . . . . .

- (e) Our bid shall be valid for a period of . . . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . . . days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

- (g) 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:<sup>5</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (h) 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

<sup>5</sup> If none has been paid or is to be paid, indicate "None."

## Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder \_\_\_\_\_

IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Sr. No.	Item No.	Description	Country of Origin	Domestic Value Added in Percent	Quantity To be procured	UoM	Unit Price EXW	Total EXW Price per item	GST and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7	8	9 = 6 x 8	10	11 = 9 + 10
<b>PKG 0151: Training Equipment &amp; Tools for setting up COE in Industrial Automation at WSC</b>										
1	A1	Training kit for HMI + PLC with software License			5	Nos				
2	A2	Sensors pack			3	Set				
3	A3	Analogue Sensor Kit			2	Set				
4	A4	Universal automation software/Automation Simulation Software - team license			5	Nos				
5	A5	Digital Twin developer software - team license			10	Nos				
6	A6	Digital Twin developer software - team license			10	Nos				

**Notes:**

- Column 5: In accordance with margin of preference ITB 35, if applicable.  
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
- Column 8: Incoterm in accordance with ITB 14  
Currency in accordance with ITB 15  
Price shall include all customs duties and GST and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
- Column 10: Payable in the Purchaser's country if Contract is awarded

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Sr. No.	Item No.	Description	Country of Origin	Quantity and Unit of measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
1	2	3	4	5	6	7	8=5*6	9 = 5*7
<b>PKG 0151: Training Equipment &amp; Tools for setting up COE in Industrial Automation at WSC</b>								
1	A1	Training kit for HMI + PLC with software License		5 Nos				
2	A2	Sensors pack		3 Sets				
3	A3	Analogue Sensor Kit		2 Sets				
4	A4	Universal automation software/Automation Simulation Software - team license		5 Nos				
5	A5	Digital Twin developer software - team license		10 Nos				
6	A6	Digital Twin developer software - team license		10 Nos				

**Notes:**

Columns 6 and 7: Incoterms in accordance with ITB 14  
Currency in accordance with ITB 15

Column 7 Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5(a)</b>	<b>5(b)</b>	<b>6(a) = 4 x 5(a)</b>	<b>6(b) = 4 x 5(b)</b>
1	Transport						
2	Loading & Unloading						
3	Installation						
4	Testing and 3rd party inspection cost						
5	Insurance						
6	Tools for Operation						
7	Other cost/staff training						
<b>Total Amount</b>							

**Notes:**

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, GST and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*<sup>6</sup>

**Beneficiary:** *[insert name and address of the purchaser]*

**Date:** *[insert date (as day, month, and year)]*

**Bid Security No.:** *[insert number]*

We have been informed that . . . . . *[insert name of the bidder]* . . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . *[insert date (as day, month, and year)]* . . . . . (hereinafter called "the Bid") for the execution of . . . . . *[insert name of contract]* . . . . . under Invitation for Bids No. . . . . *[insert IFB number]* . . . . . ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . *[insert name of bank]* . . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[insert amount in words][insert amount in figures]* . . . . . upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

. . . . . *Authorized signature(s) and bank's seal (where appropriate)* . . . . .

<sup>6</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.

## Manufacturer's Authorization

Date: ..... *[insert date (as day, month, and year) of bid submission]* .....

NCB No.: ..... *[insert number of bidding process]* .....

To: ..... *[insert complete name of the purchaser]*.....

### WHEREAS

We ..... *[insert complete name of the manufacturer]* ....., who are official manufacturers of ..... *[insert type of goods manufactured]* ....., having factories at ..... *[insert full address of manufacturer's factories]* ....., do hereby authorize ..... *[insert complete name of the bidder]* ..... to submit a bid the purpose of which is to provide the following goods, manufactured by us ..... *[insert name and/or brief description of the goods]* ....., and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

### -- Note --

*All italicized text is for use in preparing this form and shall be deleted from the final document.  
The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer.  
The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).*

## Affiliate Company Guarantee

Name of Contract/Contract No.: .....

Name and address of Purchaser: .....(together with successors and assigns).

We have been informed that ..... (*name of Contractor*) ..... (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Contractor, we ..... (*name of affiliated company*) ..... irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:..... <div style="text-align: center;">(signature)</div> <div style="text-align: center;">.....</div> <div style="text-align: center;">(name)</div> <div style="text-align: center;">.....</div> <div style="text-align: center;">(position in parent/subsidiary company)</div>	Signed by: ..... <div style="text-align: center;">(signature)</div> <div style="text-align: center;">.....</div> <div style="text-align: center;">(name)</div> <div style="text-align: center;">.....</div> <div style="text-align: center;">(position in parent/subsidiary company)</div>
--	---

Date:.....

## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: 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)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</li> <li><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ul>	



**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</li> </ul>	

**Form CON– 1: Historical Contract Nonperformance**

For Contract type B, each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: \_\_\_\_\_

**Table 1: History of Nonperforming Contracts**

**Choose one of the following:**

- ☐ No nonperforming contracts.
- ☐ Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>

<input type="checkbox"/>			

**- Note -**

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

Contractual Experience		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier	
Total Contract Amount		
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)		
Successful completion as a main reputed manufacturer/authorized supplier of reputed manufacturer within the last 5 calendar years from the bid publishing (IFB) date, of <b>at least 3 contracts each valued of calculated cost of INR 1,64,05,531/USD 197,657 or at least 2 contracts each valued of calculated cost of INR 2,05,06,893/USD 247,071 or 1 contract of cost of INR 3,07,60,381/USD 370,607</b> with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).		

**- Note -**

*The Purchaser reserves the right to verify authenticity of Bidder submissions.  
 The bidder is required to submit documents to conform required contractual experience criteria as indicated in the foot note of 2.3.1.  
 A Template for Completion certificate from the previous purchaser is attached as Annexure 1 for ready reference.*

## Annexure 1

(Template for Completion Certificate )

To Be submitted on the letterhead of The Previous Purchaser

Letter Number -----

Date .....

(To Whomsoever, It may concern)

It is certified that M/S .....( Name of Bidder) have completed the supply under the contract .....(Purchase Number with date) satisfactorily on dated .....(Contract completion date). We are satisfied with the quality and performance of the goods supplied under the specified contract.

(Signature of Authorized signatory)  
(Name and Designation of the Person)  
Stamp of the Purchaser

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous 3 Years [INR]		
Year 1:	Year 2:	Year _3_:

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>Net Worth = TA-TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>Working Capital = CA - CL</b>			
<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.	

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_\_\_ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**- Note -**

*This form shall only be included if Criterion 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint VenturePartner must fill out this form separately and provide the Joint VenturePartner's name below:

Joint VenturePartner: \_\_\_\_\_

<b>Annual Turnover Data for any 3 years in the Last 5 Years</b>			
<b>S.No.</b>	<b>Year</b>	<b>Currency INR</b>	<b>Amount</b>

**Average Annual Turnover**

## Section 5 - Eligible Countries

This Section contains the list of eligible countries.

- |                                      |                                   |
|--------------------------------------|-----------------------------------|
| 1. Afghanistan                       | 35. Micronesia, Federal States of |
| 2. Armenia                           | 36. Mongolia                      |
| 3. Australia                         | 37. Myanmar                       |
| 4. Austria                           | 38. Nauru, Republic of            |
| 5. Azerbaijan                        | 39. Nepal                         |
| 6. Bangladesh                        | 40. Netherlands                   |
| 7. Belgium                           | 41. New Zealand                   |
| 8. Bhutan                            | 42. Norway                        |
| 9. Brunei Darussalam                 | 43. Pakistan                      |
| 10. Cambodia                         | 44. Palau                         |
| 11. Canada                           | 45. Papua New Guinea              |
| 12. China, People's Republic of      | 46. Philippines                   |
| 13. Cook Islands                     | 47. Portugal                      |
| 14. Denmark                          | 48. Samoa                         |
| 15. Fiji Islands, Republic of        | 49. Singapore                     |
| 16. Finland                          | 50. Solomon Islands               |
| 17. France                           | 51. Spain                         |
| 18. Georgia                          | 52. Sri Lanka                     |
| 19. Germany                          | 53. Sweden                        |
| 20. Hong Kong, China                 | 54. Switzerland                   |
| 21. India                            | 55. Tajikistan                    |
| 22. Indonesia                        | 56. Taipei, China                 |
| 23. Ireland                          | 57. Thailand                      |
| 24. Italy                            | 58. Timor-Leste                   |
| 25. Japan                            | 59. Tonga                         |
| 26. Kazakhstan                       | 60. Turkey                        |
| 27. Kiribati                         | 61. Turkmenistan                  |
| 28. Korea                            | 62. Tuvalu                        |
| 29. Kyrgyz                           | 63. United Kingdom                |
| 30. Lao People's Democratic Republic | 64. United States of America      |
| 31. Luxembourg                       | 65. Uzbekistan                    |
| 32. Malaysia                         | 66. Vanuatu                       |
| 33. Maldives                         | 67. Viet Nam                      |
| 34. Marshall Islands                 | 68. Niue                          |





# Section 6 - Schedule of Supply

## Contents

1. List of Goods and Related Services and Technical Specifications .....	6-2
2. Delivery and Completion Schedule .....	6-28
3. Drawings .....	6-31

## 1. List of Goods and Related Services and Technical Specifications

**Note: Figures and Makes, if any are only for indicative purpose.** Bidders are to submit name of specific make with bid under technical specification section, if they want to suggest any make other than as suggested by the Purchaser. Any alternate make shall have to be got approved by the Purchaser during technical evaluation.

Sr. No.	Item No.	Name of Goods or Related Services	Description	Quantity	UoM
1	A1	Training kit for HMI + PLC with software License	<p>The didactic package designed to study and explore the mid-range, industrial grade, modular PLC. This package enables the learner to identify the various PLC modules, program the PLC and HMI using various programming languages. It should be designed to achieve learning objectives:</p> <ul style="list-style-type: none"> <li>•To program and configure PLC</li> <li>•Learn various programming languages.</li> <li>•To configure the display unit.</li> <li>•To understand and configure various communication protocols.</li> <li>•To learn wire between PLC and electrical switchgear external input/output connection blocks</li> </ul> <p>Detailed technical specifications:</p> <p>The PLC-HMI equipment to include:</p> <ul style="list-style-type: none"> <li>•Back-plane rack – 1 nos</li> <li>•CPU with profinet/profibus/Modbus ethernet – 1 nos</li> <li>•Standard isolated 24V dc power supply – 1 nos</li> <li>•Module digital input (16i 24vdc sink – 1 nos or push buttons and selector switch)</li> <li>•Module digital outputs (16q relays – 1 nos or indicator lamps)</li> <li>•Analog io module - 2 inputs/2 outputs – 1 nos , Analog input voltage (0-10v), Touch screen panel, 7" wide TFT + ethernet – 1 nos</li> <li>•PLC should also have an expandable analog current module to communicate with analog sensors with output current 4mA-20 mA</li> </ul>	5	Nos

		<ul style="list-style-type: none"> <li>•Programming cable, 1.8meters – 1 nos</li> <li>•Power cord cable with socket- 2.5m – 1 nos</li> <li>•Fault selection with possibility of activating 16 different faults</li> <li>•External input/output connection blocks for digital and analog input and output point</li> <li>•All ports and panel should be properly labelled.</li> </ul> <p>Programming Softwares:</p> <ul style="list-style-type: none"> <li>•PLC programming software - team license of 10</li> <li>•Operator Terminal Expert: HMI programming software</li> </ul> <p>Electrical Characteristics:</p> <ul style="list-style-type: none"> <li>•Supply Voltage: 230V (<math>\pm 10\%</math>)</li> <li>•Frequency: 50/60 Hz <math>\pm 5\%</math></li> </ul> <p>Mechanical Characteristics:</p> <ul style="list-style-type: none"> <li>•Minimum Dimensions: 400x400x400mm (WxDxH)</li> <li>•Approximate Weight: 10 Kgs</li> </ul> <p>The equipment should be support with relevant technical and practical manuals.</p> <p>Following Applications to be taught using the training kit:</p> <ul style="list-style-type: none"> <li>•Structure text programming in PLC should be included.</li> <li>•Analog sensors like temperature sensor, pressure sensor, distance sensor, luminance sensor should be included in the list of sensors with Analog ouput voltage (0-10) V/ Analogue output current (4mA-20mA)</li> <li>•The sensors should be powered up with the same voltage rating as that of the PLC device. Also, the sensors should be well adaptive to all types of PLC devices.</li> <li>•One application related to an industry involving both analog and digital sensors should be included.</li> <li>•Application that simulates the continuous variation of water level with continuous display of quantity of water filled in the tank. The control valve application may be</li> </ul>	
--	--	---	--

			<p>included describing a scenario of more than one tank. The automatic switching off/on of PUMP as required.</p> <ul style="list-style-type: none"> <li>•Servo drive application depicting a real time industry need including optical encoder should be included</li> </ul> <p>Warranty</p> <p>5 years on-site warranty for trouble free operation of the machine from the date of final commissioning and acceptance of machine and free services shall be provided for any trouble during this period. During the period of warranty, if any part is to be replaced, Vendor will have to replace it free of cost. Warranty should include all the items supplied against purchase order. During warranty period, vendor should respond to call/email in maximum 24hrs on all working days and vendor service engineer should attend the machine within maximum 10days from the date of the call/email.</p>		
2		Sensors pack	<p>The didactic package designed to study various industrial sensors. The various types of detectors and targets proposed are representative of the equipment found in an industrial environment. The power supply box is equipped with indicator lights to show the states of the detectors. The package should be designed to achieve learning objectives:</p> <ul style="list-style-type: none"> <li>•Finding out about the various technologies used in industrial detection:</li> <li>•Photoelectric detectors (barrier, reflex, fibre optics, background obliteration, etc.),</li> <li>•Inductive and capacitive detectors for detection of various materials,</li> <li>•Detection of rectilinear or angular movement via position switches.</li> <li>•Implementing detectors.</li> <li>•Making adjustments.</li> <li>•Setting up a detection chain.</li> </ul> <p>Detailed technical specifications:</p> <p>Each Sensor case to include:</p> <ul style="list-style-type: none"> <li>•Aluminium Base Unit – 1 Nos.</li> <li>•Limit switch Plastic – 1 Nos.</li> <li>•Limit switch, metal end Plunger – 1 Nos.</li> </ul>	3	Set

		<ul style="list-style-type: none"> <li>•Limit switch plastic thermoplastic roller – 1 Nos.</li> <li>•Limit switch thermoplastic roller lever – 1 Nos.</li> <li>•Limit switch plastic steel roller plunger – 1 Nos.</li> <li>•Inductive sensor M18 – 3 Nos.</li> <li>•Capacitive Proximity sensor M18 – 2 Nos.</li> <li>•Photo Electric sensor sensing – 2 Nos.</li> <li>•Photo Electric sensor nominal sensing – 1 Nos.</li> <li>•Photo electric sensor defuse nominal – 1 Nos.</li> <li>•Photo electric fiber amplifier – 1 Nos.</li> <li>•Plastic fiber optic for sensor 3m long – 1 Nos.</li> <li>•Fiber optic Amplifier – 1 Nos.</li> <li>•Reflector – 1 Nos.</li> <li>•Aluminium Wire – 3 Nos.</li> <li>•Motor Unit with Controller - 1 Nos</li> <li>•Power supply + Counter Unit +DC Drive + ABS Enclosure – 1 Nos.</li> <li>•Angle Job – 1 Nos.</li> <li>•Sensor Brackets – 4 Nos.</li> <li>•Patch Cord (2mm) – 6 Nos.</li> <li>•Evaluation Unit Digital Material Differentiation – 1 No.</li> <li>•Height Compensation for Sensors – 1 No.</li> <li>•Meter Housing Variant, Frequency Module, 1 Display – 1 No.</li> <li>•Guide Unit 450 mm With Ultrasonic Measuring Device – 1 No.</li> </ul> <p>Material Sample Kit for Sensor Pack: Scope Of Supply:</p> <ul style="list-style-type: none"> <li>•Metal and plastic samples in different thicknesses</li> <li>•Metal samples in different widths</li> <li>•Aluminium samples with groove or different holes</li> <li>•Plastic samples with different shades</li> <li>•Magnetic samples in different sizes</li> <li>•Specimens with mirror foil, retro foil, foam or cardboard</li> <li>•Coil on printed circuit board</li> <li>•Retroreflector with quick-fix system</li> </ul>	
--	--	--	--

			<ul style="list-style-type: none"> <li>•Height adapter for plastic material samples</li> <li>•Aluminium spacer plates</li> <li>•Screwdriver</li> <li>•Dimensions: (L x W x H in mm): 435 x 330 x 130</li> <li>•Weight: 3.1 kg</li> </ul> <p>Warranty</p> <p>5 years on-site warranty for trouble free operation of the machine from the date of final commissioning and acceptance of machine and free services shall be provided for any trouble during this period. During the period of warranty, if any part is to be replaced, Vendor will have to replace it free of cost. Warranty should include all the items supplied against purchase order. During warranty period, vendor should respond to call/email in maximum 24hrs on all working days and vendor service engineer should attend the machine within maximum 10days from the date of the call/email.</p>		
3		Analogue Sensor Kit	<p>Analog sensors – 2 No. each from the below types: -</p> <ol style="list-style-type: none"> <li>1.Temperature sensor</li> <li>2.Pressure sensor</li> <li>3.Distance sensor</li> <li>4.Luminance sensor</li> </ol> <p>Electrical Characteristics:</p> <ul style="list-style-type: none"> <li>•Frequency: 50/60 Hz ± 5%</li> <li>•Approximate Weight: 12 Kgs</li> </ul> <p>The sensors should be powered up with the same voltage rating as that of the PLC device. Also, the sensors should be well adaptive to all types of PLC devices.</p> <p>Warranty</p> <p>5 years on-site warranty for trouble free operation of the machine from the date of final commissioning and acceptance of machine and free services shall be provided for any trouble during this period. During the period of warranty, if any part is to be replaced, Vendor will have to replace it free of cost. Warranty should</p>	2	Set

			include all the items supplied against purchase order. During warranty period, vendor should respond to call/email in maximum 24hrs on all working days and vendor service engineer should attend the machine within maximum 10days from the date of the call/email.		
4		Training Kit for SCADA application	<p>This solution allows you to quickly realize a communication, configuration with the most used protocols: Ethernet TCP/IP, CAN open, serial Modbus. It should be designed to achieve learning objectives:</p> <ul style="list-style-type: none"> <li>•Configuring an industrial field network:</li> <li>•Diagnosing a communication error.</li> <li>•Scheduling.</li> <li>•Defining a communication architecture.</li> <li>•Choosing a communication medium.</li> <li>•SCADA based system control and operation</li> </ul> <p>Detailed technical specifications: The SCADA-1 equipment to include:</p> <ul style="list-style-type: none"> <li>•8 Slots Backplane – 1 Nos.</li> <li>•6 Slots Backplane – 1 Nos.</li> <li>•Standard DC power supply – 2 Nos.</li> <li>•Rack mounted expandable PLC with MODBUS CANOPEN protocols – 1 Nos.</li> <li>•EtherNet/IP &amp; Modbus TCP Module – 1 Nos.</li> <li>•DIG 16I 24 VDC Sink – 1 Nos.</li> <li>•DIG 16Q Relays – 1 Nos.</li> <li>•ANA 4 IN U/I 2 OUT U/I – 1 Nos.</li> <li>•Cage terminal strip 20 STD – 3 Nos.</li> <li>•ConneXium Switch 8TX – 1 Nos.</li> <li>•AC Drive 320, 0.37KW, 220 VAC – 1 Nos.</li> <li>•Power Supply, 24VDC, 5 A – 1 Nos.</li> <li>•HMI, 7 Inch, Colour – 1 Nos.</li> <li>•Multifunction Meter – 1 Nos.</li> <li>•25A, 2P, 30mA RCCB – 1 Nos.</li> <li>•6A, 2P, MCB – 2 Nos.</li> <li>•Contactor NO/NC – 1 Nos.</li> </ul>	5	Nos

		<ul style="list-style-type: none"> <li>·Indicators – 8 Nos.</li> <li>·Push Buttons – 8 Nos.</li> <li>·2 position put selector switch – 2 Nos.</li> <li>·EMG.STOP – 1 Nos.</li> <li>·2 Stage tower lamp 240VAC – 1 Nos.</li> <li>·MS fabricated enclosure – 1 Nos</li> </ul> <p>The SCADA-2 equipment to include:</p> <ul style="list-style-type: none"> <li>·ETHERNET/IP NIM Standard – 1 Nos.</li> <li>·24VDC PDM Standard KIT CONNS, BASE – 1 Nos.</li> <li>·24VDC IN 16PT Basic KIT SCREW, BASE – 1 Nos.</li> <li>·24VDC OUT 16PT Basic KIT SCREW, BASE – 1 Nos.</li> <li>·ConneXium Switch 8TX – 1 Nos.</li> <li>·PLC, 24 DI, 16 DO Relay – 1 Nos.</li> <li>·PLC Module, 4AI – 1 Nos.</li> <li>·PLC Module, 4AO – 1 Nos.</li> <li>·Power Supply, 24VDC, 5 A – 1 Nos.</li> <li>·10" HMI, touch Screen – 1 Nos.</li> <li>·PM 3.5-digit LED display with Integrated DPM supply, 0-10V Converter with single turn variable resistor for range setting (Voltage Display) – 1 Nos.</li> <li>·Potentiometer – 2 Set</li> <li>·25A, 2P, 30mA, RCCB – 1 Nos.</li> <li>·6A, 2P, MCB – 2 Nos.</li> <li>·Contactor NO/NC – 1 Nos.</li> <li>·Indicators – 10 Nos.</li> <li>·Push Button – 10 Nos.</li> <li>·EMG.STOP – 1 Nos.</li> <li>·2 Stage tower lamp 240VAC – 1 Nos.</li> <li>·MS enclosure (fabricated) – 1 Nos.</li> </ul> <p>Programming Softwares:</p> <ul style="list-style-type: none"> <li>·SCADA Build and runtime software with 1000 tags - 1 user license</li> </ul> <p>Electrical Charateristics:</p>		
--	--	---	--	--



			<p>•Supply Voltage: 230V (± 10%) •Frequency: 50/60 Hz ± 5%</p> <p>Mechanical Characteristics: •Minimum Dimensions: 690x400x795mm (WxDxH) •Approximate Weight: 55 Kgs</p> <p>The equipment should be support with relevant technical and practical manuals.</p> <p>Warranty 5 years on-site warranty for trouble free operation of the machine from the date of final commissioning and acceptance of machine and free services shall be provided for any trouble during this period. During the period of warranty, if any part is to be replaced, Vendor will have to replace it free of cost. Warranty should include all the items supplied against purchase order. During warranty period, vendor should respond to call/email in maximum 24hrs on all working days and vendor service engineer should attend the machine within maximum 10days from the date of the call/email.</p>		
5		Universal automation software/Automation Simulation Software - team license	<p>The new automation paradigm based on object-oriented model and event-based mechanisms. The package should be designed to achieve learning objectives:</p> <ul style="list-style-type: none"> <li>•learn the concept of IEC61499,</li> <li>•program PLC using Function blocks,</li> <li>•Program various PLC's</li> <li>•Program Variable speed drives,</li> <li>•Program and Configure HMI using single programming tool.</li> <li>•Develop digital twin models of the hardware under design.</li> <li>•Combine the universal automation and digital twin models to lead to design feasibility study.</li> </ul> <p>Detailed technical specifications:</p> <ul style="list-style-type: none"> <li>•Build time license software with minimum 5 years subscription or</li> <li>•Runtime license software with minimum 5 years subscription.</li> </ul>	10	Nos
6		Digital Twin developer software - team license		10	Nos

**Additional Requirements Under the Scope of Supply:****Installation & Commissioning:**

The machine to be inspected as per accuracy chart before dispatch at supplier site. The suppliers to prove out the "Test Components" in all aspects. Acceptance and Qualification during Pre-Dispatch Inspection (PDI), at the supplier end. Release of machine for dispatch after successful completion of acceptance test post PDI.

The complete installation and commissioning must be carried out by the supplier for all the machines at the final destination/premises. A final accuracy test with an identified test component to be conducted by the purchaser/consignee. Final accuracy test report is to be signed jointly by Purchaser/consignee and supplier. Final acceptance would be given after conducting the accuracy test at the installation location.

**Service:**

The manufacturer should have established after sales and service network in India.

The authorised service partner in India (Name & address), must be certified by the manufacturer and shown in the quotation.

Number of similar machine installed in India in a reputed organisation.

Vendor will also confirm / commit in their offer for the following:

- Two sets of manual for operation, maintenance and troubleshooting should be provided by the Vendor in English language, out of which one set of the manual for operation, and maintenance with details and requirements of space, power etc. for the installation and commissioning of the machine need be sent by email / speed mail, quite in advance for our study and readiness for installation and commissioning. Minimum one set of manual should be given in hard copy.
- Vendor should offer detailed technical catalogue of the machine and write up for highlighting special features, specific applications, attachments etc.
- Electric circuit diagram of the machine should be supplied with the machine in English language
- The Vendor should provide service for installation, commissioning and detailed training for operation, maintenance, trouble-shooting etc. free of cost at purchaser premises.
- Drawings of the important mechanical assemblies should be supplied for the maintenance purpose.
- 2 sets of Machine manuals (Operation and maintenance), spare parts catalogue, machine test charts, calibration certificate in English language, shall be required with the supply.

- List of recommended spares to be offered, for two years of trouble-free operation of machine with cost of each item mentioned separately.
- The Vendor will have to demonstrate all the performance / specifications once again after installation at purchaser site. Necessary equipments required for measurement of geometrical accuracies must be arranged by Vendor.

**Comprehensive Staff Training:**

The bidder shall provide training under following head:

- Post-commissioning training for the WSC staffs for 2 weeks.
- Minimum 02 numbers of Training of Trainer (ToT) Programs of 1 week duration shall be conducted by bidder as scheduled and suggested by WSC.

**Curriculum:**

The bidder shall provide the following curriculum related requirements:

- The bidder shall conduct a skill gap analysis and shall design the advanced industry ready skill training curriculum with NSQF level 4 or 5.
- Shall share the different curriculum that has been used by the bidder at different CoE in Industrial Automation.
- The bidder shall be responsible for designing curriculum for ToT programs.

**Joint Certification:**

The bidder shall agree to provide joint certification for every trainee of every course conducted and completed at CoE in Industrial Automation.

**Branding:**

The bidder shall provide branding of minimum 500 Sq. Ft. in COE area which must include different posters related to Industrial Automation, its equipment and accessories.

## 2. Delivery and Completion Schedule

The delivery period shall start as of \_ (mention Contract Effective Date).

Item Number	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services  (Mention Exact Date by counting – Contract Effective date + 135 days)
<b>PKG 0151: Training Equipment &amp; Tools for setting up COE in Industrial Automation at WSC</b>				
		<b>T+90</b>	World Skill Center, Tower 2010, Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar, Odisha Country: India ZIP code: 751007	Activities mentioned at Item numbers 1 to 6 shall have to be completed within 90 days. 30 days shall be allowed for comprehensive staff training. 15 days shall be required for issuance of acceptance certificate
1	Transport			
2	Loading & Unloading			
3	Installation			
4	Testing and 3 rd Party Inspection			
5	Insurance			
6	Tools for Operation			
7	Branding			
8	Comprehensive staff training & curriculum	<b>T+120</b>		
9	Issuance of acceptance certificate.	<b>T+135</b>		

“T” is the Contract Effective date.

“T+135” means 135-No of Days from “T” (Contract effective date)

### 3. Technical Specifications

As mentioned in the table in sub-section 1 above

### 4. Drawings

The indicative lay-outs of labs (Lot-wise/Trade-wise) where the goods/equipments will be installed, commissioned shall be provided by the purchaser to the successful Bidder(s) at the time of signing of the contract. However, the Bidders are also required to provide printed catalogues with its Bid; the winning bidder must submit indicative drawings which will be subject to the Purchaser's approval during contract execution. These approved drawings will be used by the WSC management.



# Section 7 - General Conditions of Contract

## Table of Contents

1.	Definitions .....	7-2
2.	Contract Documents .....	7-3
3.	Fraud and Corruption .....	7-3
4.	Interpretation.....	7-5
5.	Language.....	7-6
6.	Joint Venture.....	7-6
7.	Eligibility.....	7-6
8.	Notices.....	7-7
9.	Governing Law .....	7-7
10.	Settlement of Disputes .....	7-7
11.	Scope of Supply .....	7-7
12.	Delivery.....	7-7
13.	Supplier's Responsibilities.....	7-7
14.	Purchaser's Responsibilities.....	7-7
15.	Contract Price.....	7-8
16.	Terms of Payment .....	7-8
17.	Taxes and Duties.....	7-8
18.	Performance Security .....	7-8
19.	Copyright .....	7-8
20.	Confidential Information.....	7-9
21.	Subcontracting.....	7-9
22.	Specifications and Standards.....	7-10
23.	Packing and Documents.....	7-10
24.	Insurance .....	7-10
25.	Transportation.....	7-11
26.	Inspections and Tests.....	7-11
27.	Liquidated Damages.....	7-12
28.	Warranty .....	7-12
29.	Patent Indemnity.....	7-12
30.	Limitation of Liability .....	7-13
31.	Change in Laws and Regulations.....	7-14
32.	Force Majeure.....	7-14
33.	Change Orders and Contract Amendments .....	7-14
34.	Extensions of Time .....	7-15
35.	Termination.....	7-15
36.	Assignment .....	7-16

**1. Definitions**

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

- (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) “Day” means calendar day.
- (e) “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.
- (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) “Eligible Countries” means the countries and territories eligible as listed in Section 5.
- (h) “GCC” means the General Conditions of Contract.
- (i) “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.
- (j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.



- (o) “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.
- (p) “ADB” is the Asian Development Bank.
- (q) “The 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 Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **3. Fraud and Corruption**

- 3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

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

- (vii) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (viii) “fraudulent practice” means 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;
- (ix) “coercive practice” means 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;
- (x) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (xi) “abuse” means theft, waste or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
- (xii) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
- (xiii) “obstructive practice” means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB

- investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and
- (xiv) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines, which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.
- 3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;

- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's ICT resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, sub-contractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, sub-contractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

#### **4. Interpretation**

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

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

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 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 Subclause 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 written in the language specified in the SCC. 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 the language specified in the SCC, 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.

### 6. Joint Venture

- 6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

### 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 ADB shall have their origin in Eligible Countries. For the purpose of this clause, “country of 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 imported 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 Purchaser’s country, unless otherwise specified in the SCC.
- 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 the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 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 Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier’s Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser’s Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.

## **15. Contract Price**

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered 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 Payment**

16.1 The Contract Price 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 12 and upon fulfillment of all the obligations stipulated in the Contract.

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

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

## **17. Taxes and Duties**

17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **18. Performance Security**

18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies 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 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 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 design, procurement, or other work and services required for the performance of the Contract.

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

- (a) the Purchaser or Supplier needs to share with ADB 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 third party 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. Subcontracting shall in no event 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 Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(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) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 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 Section 6 (Schedule of Supply). 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 final destination of the Goods 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, in a freely convertible currency from an eligible country, 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**

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

**26. Inspections and Tests**

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 Section 6 (Schedule of Supply).

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 final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 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 Subclause 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 Whenever 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 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 Subclause 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 Subclause 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 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 Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the 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 Subclause 22.1, 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 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 18 months after the date of shipment or 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 Subclause 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.

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.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 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.

29.3 If the Supplier fails to notify the Purchaser within 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 gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party 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 amount specified in the SCC, 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 the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country 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 and 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 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.

**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 12, 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 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

**35. Termination**

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by 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; or

- (ii) if the Supplier fails to perform any other obligation under the Contract.
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, 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

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 28 days after the Supplier's receipt of the 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.







## Section 8 - Special Conditions of Contract

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

<b>GCC 1.1(j)</b>	The Purchaser's country is: <u>India</u>
<b>GCC 1.1(k)</b>	The Purchaser is: <u>Odisha Skill Development Authority</u>
<b>GCC 1.1 (q)</b>	The Site is: <b>World SKill Center</b> <b>IDCO Tower 2010, Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar</b> <b>ZIP code: 751007</b>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <u>2020</u>
<b>GCC 5.1</b>	The language shall be <u>English</u> The language for translation of supporting documents and printed literature is: <u>English</u>
<b>GCC 8.1</b>	For <u>notices</u> , the Purchaser's address shall be: Attention: <u>Chief Executive Officer, Odisha Skill Development Authority (OSDA)</u> Street address <u>IDCO Tower 2010</u> Floor/Room number: <u>Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar</u> City: <u>Bhubaneswar</u> ZIP code: <u>751007</u> Country: <u>India</u> Telephone: <u>+91-674-2580079</u> E-mail: <a href="mailto:tenders@worldskillcenter.org">tenders@worldskillcenter.org</a>
<b>GCC 9.1</b>	The governing law shall be: <u>Law of India</u>
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be: <b><u>For a contract with a Foreign Supplier:</u></b> (i) <u>In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators selected in accordance with said Rules.</u> (ii) <u>The place of arbitration shall be the city where the headquarters of the appointed arbitration institution is located or such other place selected in accordance with the applicable arbitration rules; and</u>

	<p>(iii) <u>The arbitration shall be conducted in English language for communications.</u></p> <p><b><u>For a contract with a Local Supplier:</u></b></p> <p><u>In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of THE ARBITRATION AND CONCILIATION ACT, 1996 of India.</u></p> <p>Place of arbitration: <b><u>Bhubaneswar</u></b></p>
<b>GCC 11.1</b>	<p>The Scope of Supply shall be defined in: <b><u>Section 6, Schedule of Supply</u></b></p> <p>At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section 6, Schedule of Supply included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.</p>
<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>For Goods supplied from abroad as per Incoterms CIF or CIP: After Delivery at site/location, the Supplier shall send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(a) Original and two copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two copies of nonnegotiable bill of lading showing the description of the Goods including tools for operation, quantity, unit price, and total amount;</li> <li>(b) Three copies of the packing list identifying contents of each package</li> <li>(c) insurance certificate;</li> <li>(d) Manufacturer's or Supplier's warranty certificate;</li> <li>(e) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(f) Certificate of origin.</li> </ul> <p>For Goods from within the Purchaser's country as per Incoterm EXW: Upon delivery of the Goods to at site/location, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(a) Two copies of the Supplier's invoice/ delivery note, railway receipt, or truck receipt showing the description of the Goods including tools for Operation, quantity, unit price, and total amount;</li> <li>(b) Manufacturer's or Supplier's Complete warranty certificate;</li> <li>(c) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(d) Certificate of origin.</li> </ul>
<b>GCC 15.2</b>	The price adjustment shall be: <b><u>Not applicable</u></b>
<b>GCC 16.1</b>	<p>For Goods and Related Services supplied from outside the Purchaser's country:</p> <p>(a) Advance Payment: <b>10% of the Contract Price</b> within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). <b>This advance amount needs to be recovered/adjusted before release of final payment on Acceptance (10% of the Contract Price)</b></p>

	<p>(b) On Delivery: The Purchaser shall pay the Supplier <b>70% of the Contract Price</b> of the Goods, after delivery at site/location and upon submission of documents specified in SCC Clause 12.1.</p> <p>(c) After substantial completion (Installation and Commissioning of related services: <b>20% of the Contract Price</b> of Goods shall be paid immediately after satisfactory Installation and Commissioning, (Except Training).</p> <p>(d) On Acceptance: <b>10% of the Contract Price</b> of Goods received shall be paid after successful training and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p> <p>For Goods and Related Services supplied from within the Purchaser's country:</p> <p>(a) Advance Payment: <b>10% of the Contract Price</b> within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). <b>This advance amount needs to be recovered/adjusted before release of final payment on Acceptance (10% of the Contract Price)</b></p> <p>(b) On Delivery: The Purchaser shall pay the Supplier <b>70% of the Contract Price</b> of the Goods, after delivery at site/location and upon submission of documents specified in SCC Clause 12.1.</p> <p>(c) After substantial completion (Installation and Commissioning) of related services: <b>20% of the Contract Price</b> of Goods shall be paid immediately after satisfactory Installation and Commissioning (Except Training).</p> <p>(d) On Acceptance: <b>10% of the Contract Price</b> of Goods received shall be paid after successful training and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p>
<b>GCC 16.4</b>	The currencies for payments shall be: Currencies as per bid should be indicated. This may be finalized before Contract Signing.
<b>GCC 17.3</b>	The Purchaser Will issue a Project Authority Certificate to avail the tax relief on imported goods.
<b>GCC 18.1</b>	The Supplier shall provide a Performance Security of <b>10 percent</b> of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: The amounts and currencies shall be in proportion to the amounts and currencies of the contract price.
<b>GCC 18.3</b>	<p>The forms of acceptable Performance Security are:</p> <p>(a) The forms of acceptable Performance Security are: a bank guarantee issued by a reputable bank located in the Purchaser's Country <u>or abroad</u>, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or a cashier's or certified check, <u>or cash</u>.</p> <p>(b) If the institution issuing the security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.</p>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: Pursuant to GCC Sub clause 18.4, after delivery and acceptance of the Goods After fulfilling the Supplier's warranty and defect liability obligations satisfactorily in accordance with GCC Clause 28.3.

<b>GCC 23.2</b>	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p><b>Packing:</b> (1) The supplied Goods shall bepacked by standard protective measures. Such packing shall be suitable for long distance transportation and well protected against dampness, moisture, shock, rust and rough handling so as to ensure that the Goods will safely arrive at the designated site without any damage due to the above mentioned reasons, and</p> <p>(2) In each package there shall be one copy each of thedetailed packing list and the quality certificate.</p> <p><b>Marking:</b>(1) The Supplier shall mark the following on the four adjacent sidesof each package with indelible paint in conspicuous English printed words:</p> <p>A. CONSIGNEE</p> <p>B. CONTRACT NO.</p> <p>C. SHIPPING MARK</p> <p>D. CONSIGNEE CODE</p> <p>E. DESTINATION</p> <p>F. NAME OF GOODS AND ITEM NO., CASE NO.</p> <p>G. GROSS/NET WEIGHT (Kg)</p> <p>H. MEASUREMENT (LENGTH x WIDTH x HEIGHT IN CM)</p> <p>(2) If any package weighs two (2) tons or more, the Supplier shall mark on two sides of each package in English and with appropriate transportation marks to show the "center of gravity" and "points of slinging" in order to facilitate loading, discharging and handling. According to the characteristics of the Goods and the different requirements in transportation, packages shall be marked legibly by the Supplier with words "Handle with Care", "Right Side Up", "Keep Dry", etc., and with other appropriate marks.</p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be in accordance with:</p> <p>Pursuant to GCC, Sub clause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the CIF, CIP or EXW price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.</p>
<b>GCC 25.1</b>	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>Incoterms 2020.</p> <p>The Supplier is required under the Contract to transport the Goods to a specified place of final destination, defined as the Project Site in good condition, transport to such place of destination, including storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. Its turnkey contract with final installation and testing before handing over.</p>
<b>GCC 26.2</b>	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried <b>World Skill Center</b></p> <p><b>IDCO Tower 2010, Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar</b></p> <p><b>ZIP code: 751007</b></p>

	<p><b>Goods:</b> Training Equipment &amp; Tools for setting up COE in Industrial Automation at WSC</p> <p><b>Type of Test:</b> The supplier shall guarantee/warranty certificate that the goods conform to all specifications contained in the contract. However, on arrival of the goods at destination the purchaser or its representatives shall have the right to inspect and or test any or all the equipment. If the performance of equipment is not found as prespecified conditions; the supplier shall take immediate steps to remedy the deficiency to the satisfaction of the purchaser's representative.</p> <p>At the time of assembling equipment, OSDA may depute its representative/ independent Third party inspector to inspect, the components and machines.</p> <p>The supplier shall affix name plate at prominent place carrying the details of name of the manufacturer, type and model of equipment, year of manufacture, capacity etc, then a me of purchaser (OSDA) and any other details communicated by the purchaser.</p> <p><b>Time or Milestone:</b> Carrying out Inspection will betask of OSDA, The inspection time &amp; milestone are :</p> <p>First – When the goods reached the site before Installations.</p> <p>Second – When the goods are installed and handed over to OSDA.</p> <p><b>Place:</b> World Skill Center</p> <p><b>Address:</b> IDCO Tower 2010, Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar, ZIP code: 751007</p> <p><b>Country:</b> India</p>
<b>GCC 27.1</b>	The applicable rate for liquidated damages for delay shall be: <b><u>0.5%</u></b> per week or part thereof
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b><u>10%</u></b>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <b><u>5 years from date of acceptance certificate issued by the Purchaser.</u></b></p> <p>The place of final destination shall be:</p> <p><b>World SKill Center</b>  <b>IDCO Tower 2010, Block B, Sector A, Mancheswar Industrial Estate,</b>  <b>Bhubaneswar</b>  <b>ZIP code: 751007</b></p>
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within <b><u>Seven days</u></b> of being notified by the Purchaser of the occurrence of such defects.
<b>GCC 30.1 (b)</b>	The amount of aggregate liability shall be: <b><u>100% of Contract Amount</u></b>



# Section 9 - Contract Forms

## Table of Forms

Notification of Award ..... 9-2

Contract Agreement ..... 9-3

Performance Security ..... 9-4

Advance Payment Security ..... 9-5

# Notification of Award

---- on letterhead of the purchaser ----

## Letter of Acceptance

..... date. ....

To: ..... name and address of the supplier .....

Subject: ..... Notification of Award Contract No. ....

This is to notify you that your Bid dated . . . . date . . . . for execution of the . . . . . name of the contract and identification number, as given in the Bid Data Sheet . . . . . for the Accepted Contract Amount of the equivalent of . . . . . amount in words and figures and name of currency . . . . . , as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement



## Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Technical Bid Submission Sheet submitted by the Supplier
  - (d) the Special Conditions of Contract;
  - (e) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
  - (f) the General Conditions of Contract;
  - (g) the Schedule of Supply; and
  - (h) the bid document along with subsequent addendums including minutes of prebid meeting
  - (i) any other documents shall be added here.

This Contract 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 above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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 *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)



# Performance Security

*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 supplier.* . . . . (hereinafter called "the Supplier") 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 Supplier, 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*<sup>7</sup>. . . . . (*. . . . . 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 Supplier 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 . . . . . ,<sup>8</sup> and any demand for payment under it must be received by us at this office on or before that date.

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)*

*If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

<sup>7</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.

<sup>8</sup> Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## Advance Payment Security

*[insert complete name and number of contract]*

To: *[insert complete name of the purchaser]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of the supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of the guarantor]*, legally domiciled in *[insert full address of the guarantor]* (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until *[insert date (as day, month, year)]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Name: *[insert complete name of person signing the Security]*

In the capacity of *[insert legal capacity of person signing the Security]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the security for and on behalf of *[insert seal (where appropriate) and complete name of the guarantor]*

Date: *[insert date of signing]*

**-- Note to Bidder --**

*If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*