

BIDDING DOCUMENT

Procurement of Goods

Single-Stage: Two-Envelope

Bidding Procedure

Government of Odisha

**The Employment and Technical Education and
Training Department**

(ADB Loan No.3539)

**PKG-02: Facility Technology Lab Equipment-
Residential and Commercial Air-conditioning and
Refrigeration**

Residential Airconditioning (Lot -1),

Issued on: Jan 2020

Invitation for Bids No.: OSDA/WSC/Goods/01-2020

OCB/ICB No.:

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 Sep 2018.

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.

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A. General

- 1. Scope of Bid**
- 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 open competitive bidding (OCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (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
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 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.
- 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.
- 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:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (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;

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- (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;
- (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) “abuse” means theft, waste or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
- (vi) “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;
- (vii) “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 access to information; and
- (viii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines, 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 participate¹ 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 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.

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

¹ 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).

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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 Employer hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) 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, joint venture partner, associates, parent company 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; or
- (h) a Bidder would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

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 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid–Securing Declaration.

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4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.8 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

6. Sections of the Bidding Document

6.1 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.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

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PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

6.2 The IFB issued by the Purchaser is not part of the Bidding Document.

6.3 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.

6.4 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.

7. Clarification of Bidding Document

7.1A 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.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

8.2 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.

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

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and

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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.

10. Language of Bid

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.

11. Documents Comprising the Bid

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.

11.2 The Technical Bid submitted by the Bidder shall comprise the following:

- (a) Technical Bid Submission Sheet;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
- (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
- (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
- (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
- (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (i) any other document required in the BDS.

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

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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

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- (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 in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as non-responsive and be rejected.

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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.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

- (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.
- (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.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (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.

17. Documents Establishing the Eligibility of Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the Country of Origin Declaration Form included in Section 4 (Bidding Forms).

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding

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).

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Document

- 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).
- 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

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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, or
- (d) swift message in the form of MT760.

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 promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 47.

21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly 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, notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the

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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 46;
 - (ii) furnish a performance security in accordance with ITB 47; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.

21.8 If a bid security is required as per ITB 21.1, the bid security 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 shall be in the name of any or all of the Joint Venture partners. If a Bid-Securing Declaration is required as per ITB 21.1, 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-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. 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. If either the Price Bid Submission Sheet or Technical Bid Submission Sheet or the Bid-Securing Declaration (if applicable) are not signed, the Bid shall be rejected.

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.

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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

24.1 Bids must be received by the Purchaser at the address and no later

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Submission of Bids

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

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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

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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.

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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

28. Confidentiality

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.

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.

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.

29. Clarification of Bids

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.

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

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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 11.4 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.

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

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material deviation, reservation, or omission.

33. Nonmaterial Non-conformities

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. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder.

34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder’s Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result into the disqualification of the Bid.

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 11.5 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:

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- (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. Domestic
Preference**

38.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

**39. Evaluation and
Comparison 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) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;

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- (e) assessment whether the bid is abnormally low in accordance with ITB 41;
- (f) 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
- (g) 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).

39.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.

40. Abnormally Low Bids

40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

40.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer’s estimates, other substantially responsive

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bids, or recently awarded similar contracts;

- (b) clarify and analyze the bidder’s resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

40.3 With regard to ITB 40.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.

40.4 After examining the explanation given and the detailed the price analyses presented by the bidder, the Purchaser may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required.

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.

42. Notice of Intention for Award of Contract

42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

43. Award Criteria

43.1 The Purchaser shall award the Contract to the Bidder whose offer

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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.

43.2 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.

44. Purchaser's Right to Vary Quantities at Time of Award

44.1 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 any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

45. Notification of Award

45.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 42.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award (using the form included in Section 9 (Contract Forms)) to the successful Bidder, in writing, that its Bid has been accepted.

45.2 Unless standstill period applies, upon notification of 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 and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

45.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

45.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) bid prices as read out at bid opening;
- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for

<p>Bid document for package-02: Facility Technology Lab Equipment- Residential and Commercial Air-conditioning and Refrigeration</p>	<p>Procurement of Goods</p>	<p>Single-stage: two-envelope</p>
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their rejection; and

- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded

46. Signing of Contract

46.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.

46.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

47. Performance Security

47.1 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, subject to ITB 40, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. 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.

47.2 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.

48. Bidding-Related Complaints

48.1 The procedures for dealing Bidding-related Complaints arising out of this bidding process are specified in the BDS.

Section 2 - Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is : <u>OSDA/WSC/Goods/01-2018</u>
ITB 1.1	The Purchaser is: <u>Odisha Skill Development Authority, Skill Development Government of Odisha, Bhubaneswar.</u>

Bid document for package-02: Facility Technology Lab Equipment- Residential and Commercial Air-conditioning and Refrigeration	Procurement of Goods	Single-stage: two-envelope
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ITB 1.1	<p>The name of the open competitive bidding (OCB/ICB) is: <u>Procurement of PKG-02: Facility Technology Lab Equipment – Residential and Commercial Air-conditioning and Refrigeration.</u></p> <p>The identification number of the OCB/ICB is:</p> <p>The number and identification of lots comprising this OCB/ICB is: <u>OSDA/WSC/Goods/01-2020 - PKG-02: Facility Technology Lab Equipment – Residential and Commercial Air-conditioning and Refrigeration.</u></p> <p><u>Package 02 comprises of one lot:</u></p> <p><u>Lot-1: Residential Airconditioning,</u></p> <p>ICB will mean the same and can be used interchangeable for this Bid.</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),</u></p> <p>Street address: <u>Niyojan Bhawan</u></p> <p>Floor/Room number: <u>Sriya Square, Unit-3</u></p> <p>City: <u>Bhubaneswar</u></p> <p>ZIP code: <u>751001</u></p> <p>Country: <u>India</u></p> <p>Telephone: <u>+91-674-2391320</u></p> <p>Fax: <u>+91-674-2391320</u></p> <p>E-mail: <u>osdpadbosda@gmail.com; dirosems@gmail.com</u></p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: <u>English</u>
ITB 11.2 (i)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <p><u>1) Printed catalogues, if any, with detail technical information of the offered goods/equipment.</u></p>
ITB 11.3 (c)	The Bidder shall submit with its Price Bid the following additional documents: <u>Nil</u>
ITB 12.2	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.
ITB 13.1	Alternative Bids <u>Not</u> permitted.
ITB 14.5	The Incoterms edition is: <u>2010</u>

Bid document for package-02: Facility Technology Lab Equipment- Residential and Commercial Air-conditioning and Refrigeration

Procurement of Goods

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ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP .										
ITB 14.6 (b) (ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: CIP .										
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.										
ITB 14.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.										
ITB 19.2	The Bidder shall include with its bid the Manufacturer's Authorization.										
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.										
ITB 20.1	The bid validity period shall be 120 days .										
ITB 21.1	The Bidder shall furnish a bid security in the form of Bank Gurantee or Demand Draft <table border="1" data-bbox="467 953 1432 1152"> <thead> <tr> <th>Sr. No.</th> <th>Lot No.</th> <th>Description/Title of Lot</th> <th>Bid Security Amount (In INR)</th> <th>Bid Security Amount (In USD)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Lot-1</td> <td>Residential Airconditioning</td> <td>Rs. 3,67,400/-</td> <td>US\$ 5,000/-</td> </tr> </tbody> </table>	Sr. No.	Lot No.	Description/Title of Lot	Bid Security Amount (In INR)	Bid Security Amount (In USD)	1	Lot-1	Residential Airconditioning	Rs. 3,67,400/-	US\$ 5,000/-
Sr. No.	Lot No.	Description/Title of Lot	Bid Security Amount (In INR)	Bid Security Amount (In USD)							
1	Lot-1	Residential Airconditioning	Rs. 3,67,400/-	US\$ 5,000/-							
ITB 21.2	The ineligibility period will be Not Applicable										
ITB 21.4	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), 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.										
ITB 22.1	In addition to the original Bid, the number of copies is: one original and one copy										
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall										

	<p>consist of: <u>A letter of Authority showing the typed or printed name, position held and the signature of each person giving the authority, and the name, position and signature of the person authorized to submit the bid, and bind the bidder.</u></p> <p><u>In case of a JV that has not been legally constituted at the time of bidding, the written confirmation of the authorization to sign on behalf of the Bidder shall be in the name of the nominated Representative who shall have the authority to conduct all businesses and bind all the parties for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</u></p>
ITB 22.2	The Bidder shall submit an acceptable authorization <u>within 7 days.</u>
D. Submission and Opening of Bids	
ITB 23.1	Bidders does not have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <u>Not Applicable</u>
ITB 23.2 (c)	The identification of this bidding process is: <u>OSDA/WSC/Goods/01-2020 - PKG-02: Facility Technology Lab Equipment – Residential and Commercial Air-conditioning and Refrigeration.</u>
ITB 24.1	<p>For <u>bid submission 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>Niyojan Bhawan</u></p> <p>Floor/Room number: <u>Sriya Square, Unit-3</u></p> <p>City: <u>Bhubaneswar</u></p> <p>ZIP code: <u>751001</u></p> <p>Country: <u>India</u></p>
ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: _____</p> <p>Time: _____</p>
ITB 27.1	<p>The technical bid opening shall take place at:</p> <p>Attention: <u>Chief Executive Officer, Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department</u></p> <p>Street address: <u>Niyojan Bhawan</u></p> <p>Floor/Room number: <u>Sriya Square, Unit-3</u></p> <p>City: <u>Bhubaneswar</u></p>

	ZIP code: 751001 Country: India
ITB 27.1	The electronic bid opening procedure shall be as follows: Not Applicable
ITB 27.6	The Technical Bid Submission Sheet shall be initiated by Three representatives of the Purchaser attending Technical Bid opening.
ITB 27.11	The Price Bid Submission Sheet and Price Schedules shall be initiated by Three representatives of the Purchaser attending Price Bid opening.
E. Evaluation and Comparison of Bids	
ITB 34.2	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.
ITB 37.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a (maximum three) into a single currency is: INR The source of the selling exchange rate shall be: Reserve Bank of India The date for the selling exchange rate shall be: Reserve Bank of India
ITB 38.1	Domestic preference shall not apply.
ITB 42.1	Standstill provisions shall not apply.
F. Award of Contract	
ITB 44.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 10%
ITB 48.1	The procedures for Bidding-related Complaints are referenced in the " Procurement Regulations for ADB Borrowers (Appendix 7)." The Bidder should submit its complaint following these procedures, in writing, to: Attention: For the attention: Chief Executive Officer, Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department Title/position: Chief Executive Officer Purchaser: Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department Email address: osdpadbosda@gmail.com; dirosems@gmail.com Fax number: +91-674-2391320

Bid document for package-02: Facility Technology Lab Equipment- Residential and Commercial Air-conditioning and Refrigeration	Procurement of Goods	Single-stage: two-envelope
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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

Contract Type B: Custom-Designed, High-Value and Technically Complex Items

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
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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
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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
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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
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.8.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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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	
Non-performance of a contract did not occur as a result of contractor default since 1st January 2016.	Must meet requirement	Must meet requirements	Must meet requirement	N/A	Form CON-1

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements			Documents
Requirement		Joint Venture		

	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet

2.2.3 Pending Litigation

If the criterion is applied, the table below applies.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 25 percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement	not applicable	must meet requirement	not applicable	Form CON - 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 main supplier within the last 3 years, of at least 3 contracts each valued as per the following amount with	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 1

nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply). Lot wise amount as follows						
Lot No. & Name	In INR	In US\$				
Lot 1: Residential Airconditioning	1,37,77,500/-	1,87,500/-				

2.3.2 Technical Experience

Criteria Requirement	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the goods offered have: (a) been in production for at least 2 years, and (b) been sold a minimum of 5 units of similar type and specification over the last three (3) years; (c) been in operation for a minimum of 2 years.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2

2.2.3 Production Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder or manufacturer shall demonstrate ^a that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 3

- Note -

^a Bidder or Manufacturer shall provide evidence of production output.

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 over the last 3 years. Lot wise minimum average annual turnover as follows:			must meet requirement	must meet requirement	must meet 50% of the requirement	NA	Form FIN - 2
Lot No. & Name	In INR	In US\$					
Lot 1: Residential Airconditioning	1,83,70,000/-	2,50,000/-					

2.4.3 Cash Flow Capacity

If the criterion is applied, the table below applies.

Criteria			Compliance Requirements			Documents	
Requirement			Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Partner	One Partner	
Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement as follows:			must meet requirement	must meet requirement	must meet 50% of the requirement	NA	Form FIN - 3
Lot No. & Name	in (INR)	in (US\$)					
Lot 1: Residential Airconditioning	45,92,500/-	62,500/-					

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

No cost for O & M.

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)

Not Applicable

3.8 Domestic Preference

Not Applicable

Section 4 - Bidding Forms

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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: _____

Open Competitive Bidding (OCB) 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.²
- (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.

² 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 for updates.

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].³
- (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.
- (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 _____

³ Use one of the two options as appropriate.

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: _____

Open Competitive Bidding (OCB) 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]

- (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:⁴

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

⁴ If none has been paid or is to be paid, indicate "None."

- (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 _____

Country of Origin Declaration Form

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin

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
1	2	3	4	5	6	7	8	9 = 6 x 8
Lot Number & Name: 1: Residential Air-conditioning								
A. Training Equipment								
1	A4	Vacuum Pumps			40	No		
B. Training Units								
1	B1	Air-Cooled Condensing Units			40	No		
2	B2	Refrigerant Recycling Machines			10	No		
3	B3	Hand valves ¼ inches			160	No		
4	B4	Hand valves ½ inches			160	No		
5	B5	Thermostatic expansion valves: (Internal-equalised type for cooling capacity of about 1.75 kW)			80	No		
6	B6	Filters dryers			80	No		
7	B7	Fittings & Accessories (Sight glass, tee, unions, elbows, seal plugs)			2	Lot		
8	B8	Electronic thermometers (from			20	Set		

		-20°C to 50°C)							
9	B9	Weighing Scale			10	No			
10	B10	Automatic charging weighing scale for refrigerant			10	No			
11	B11	Sound Level Meters (Range from 40 - 120 dB (A))			40	No			
12	B12	Fan Motors			80	No			
13	B13	Hermetic Compressor:			40	No			
14	B14 a	Split unit 1 to 1			40	Set			
	B14 b	Split unit 1 to 2			20	Set			
	B14 c	Split unit 1 to 3			4	Set			
15	B14	Window-casement type room air-Conditioners c/w stainless steel brackets			20	No			
16	B15	Window-mounted type room air-Conditioners c/w stainless steel brackets			40	No			
17	C1	<p>Chilled water balancing distribution system trainer complete with:</p> <p>Chilled water balancing distribution system trainer complete with:</p> <p>Centrifugal pump</p> <ul style="list-style-type: none"> - Water tank - Flow meter and flow switch c/w 			01	No			

		valves							
		-Chiller unit							
		-Cooling coil							
Total									

Notes:

Column 4: In accordance with margin of preference ITB 38, 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 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Price shall include all customs duties and sales 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 8: 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 to be procured	UoM	Unit Price CIF or CIP (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6)	Unit Price FOB or FCA (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6)
1	2	3	4	5	6	7	8
Lot Number & Name: 1: Residential Air-conditioning							
A. Training Equipment							
1	A4	Vacuum Pumps		40	No		
B. Training Units							
1	B1	Air-Cooled Condensing Units		40	No		
2	B2	Refrigerant Recycling Machines		10	No		
3	B3	Hand valves ¼ inches		160	No		
4	B4	Hand valves ½ inches		160	No		
5	B5	Thermostatic expansion valves: (Internal-equalised type for cooling capacity of about 1.75 kW)		80	No		
6	B6	Filters dryers		80	No		
7	B7	Fittings & Accessories (Sight glass, tee, unions, elbows, seal plugs)		2	Lot		
8	B8	Electronic thermometers		20	Set		

		(from -20°C to 50°C)					
9	B9	Weighing Scale		10	No		
10	B10	Automatic charging weighing scale for refrigerant		10	No		
11	B11	Sound Level Meters (Range from 40 - 120 dB (A))		40	No		
12	B12	Fan Motors		80	No		
13	B13	Hermetic Compressor:		40	No		
14	B14 a	Split unit 1 to 1		40	Set		
	B14 b	Split unit 1 to 2		20	Set		
	B14 c	Split unit 1 to 3		4	Set		
15	B14	Window-casement type room air-Conditioners c/w stainless steel brackets		20	No		
16	B15	Window-mounted type room air-Conditioners c/w stainless steel brackets		40	No		
17	C1	<p>Chilled water balancing distribution system trainer complete with:</p> <p>Chilled water balancing distribution system trainer complete with:</p> <ul style="list-style-type: none"> - Centrifugal pump - Water tank - Flow meter and flow switch c/w valves 		01	No		

		-	Chiller unit				
		-	Cooling coil				
							Total

Sr. No.	Item No.	Description	Country of Origin	Quantity to be procured	UoM	Unit Price CIF or CIP (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6)	Unit Price FOB or FCA (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6)
1	2	3	4	5	6	7	8

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Column 6: 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
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Transport						
2	Loading & Unloading						
3	Installation						
4	Testing						
5	Insurance						
6	Other cost for contract/						
Total Amount							

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales 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]⁵

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.

⁵ All italicized text is for use in preparing this form and shall be deleted from the final document.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.⁶

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

⁶ Or 758 as applicable.

Bid-Securing Declaration

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

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

Alternative No.: *[insert identification No if this is a bid for an alternative]*

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

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB")
- (c) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder, or (ii) 28 days after the expiration of our Bid.

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

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (*where appropriate*)

Manufacturer's Authorization

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

OCB 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:.....
.....

(signature)

.....

(name)

.....

(position in parent/subsidiary company)

Signed by:

(signature)

.....

(name)

.....

(position in parent/subsidiary company)

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

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><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</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><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</p> <p><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</p>	

Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><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</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</p> <p><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</p>	

Form CON – 1: Historical Contract Non-Performance

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 non-performing 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 below:

Joint Venture Partner: _____

Table 1: History of Non-Performing Contracts			
Choose one of the following: <input type="checkbox"/> No non-performing contracts. <input type="checkbox"/> Below is a description of non-performing contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
Year	Description	Amount of non-performed 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>

Table 2: Pending Litigation and Arbitration

<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	<p>Contract Identification: [indicate complete contract name/ number, and any other identification]</p> <p>Name of Purchaser: [insert full name]</p> <p>Address of Purchaser: [insert street/city/country]</p> <p>Matter of Dispute: [indicate full description of dispute]</p> <p>Party who initiated the dispute: [indicate "Purchaser" or "Contractor"]</p> <p>Status: [indicate status of dispute]</p>	[insert amount]	[insert amount]

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

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 <input type="checkbox"/> Subcontractor	
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 main supplier within the last 3 years, of at least 3 contracts each valued as per the following amount with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply). Lot wise amount as follows		
Lot No. & Name	In (INR)	in (US\$)
Lot 1: Residential Airconditioning	1,37,77,500/-	1,87,500/-

- Note -

This form shall only be included if Criterion 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least 2 years.	
(ii) Product (or equipment) has been sold a minimum of 5 units of similar type and specification over the last three (3) years.	
(iii) Product has been in operation for a minimum of 2 years.	

- Note -

This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form EXP - 3: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

- Note -

This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

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 [\$ Equivalent]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		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

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- 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 Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,⁷ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1		
2		
3		

- Note -

This form shall only be included if Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

⁷ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Section 5 - Eligible Countries

This Section contains the list of eligible countries.

1. Afghanistan
2. Armenia
3. Australia
4. Austria
5. Azerbaijan
6. Bangladesh
7. Belgium
8. Bhutan
9. Brunei Darussalam
10. Cambodia
11. Canada
12. China, People's Republic of
13. Cook Islands
14. Denmark
15. Fiji Islands, Republic of
16. Finland
17. France
18. Georgia
19. Germany
20. Hong Kong, China
21. India
22. Indonesia
23. Ireland
35. Micronesia, Federal States of
36. Mongolia
37. Myanmar
38. Nauru, Republic of
39. Nepal
40. Netherlands
41. New Zealand
42. Norway
43. Pakistan
44. Palau
45. Papua New Guinea
46. Philippines
47. Portugal
48. Samoa
49. Singapore
50. Solomon Islands
51. Spain
52. Sri Lanka
53. Sweden
54. Switzerland
55. Tajikistan
56. Taipei, China
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 | |

Section 6 - Schedule of Supply

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1. List of Goods and Related Services

2.

3. Lot No. & Name: 1: Residential Airconditioning			
4. FT- MES, FT-ACR/ Description			
5. Sr. No.	6. Item No.	7. Name of Goods or Related Services	8. Description
A. Training Equipment			
11. 1	12. A4	13. Vacuum Pumps	14. Vacuum Pumps 15. - Capacity : 5.1m3/h 16. - Vacuum: 25 micron 17. - Electrical supply: 230V, 50Hz, single phase
B. Training Units			
20. 1	21. B1	22. Air-Cooled Condensing Units	23. Air-Cooled Condensing Units 24. Capacity: ½ Hp 25. • 230V, 50Hz 26. • Works on R404A refrigerant 27. • Complete condensing unit shall comprise of the following mounted onto a sturdy base plate with 28. - Hermetic compressor 29. - Condenser 30. - Receiver 31. - Fan 32. - High pressure and low-pressure control 33. • Ability to obtain freezing temperature min 0°C to -30°C
36. 2	37. B2	38. Refrigerant Recycling Machines	39. Refrigerant Recycling Machines 40. For refrigerant recovery, recycle, evacuate & recharge. 41. • 230VAC, mounted on trolley, suitable for R410A refrigerant. 42. • c/w safety switches, automatic shut off when tanks are 80% full and:

			<p>43. - 1-piece 50lb refillable tank with 1/4" fittings</p> <p>44. - 1-piece 50lb refillable tank with 1/2" fittings</p> <p>45. - 3 sets of manifolds (for different refrigerants) with hose w fittings suitable for field servicing air-conditioning systems</p> <p>46. - electronic scale, heavy duty filter-drier removing moisture and acid from refrigerant</p> <p>47. - approved power cable with moulded plug and other standard machine tools and accessories.</p> <p>48. - Each set c/w 2 nos of recovery tanks</p> <p>49.</p>  <p>50.</p>
<p>53. 3</p>	<p>54. B3</p>	<p>55. Hand valves 1/4 inches</p>	<p>56. Hand valves 1/4 inches</p> <p>57. For air-conditioning tubing</p> <p>58. • Material: Brass</p> <p>59. • Operating pressure up to 3500kPa</p> <p>60. • Temperature from -40°C to 135°C</p> <p>61. • Hand valve with wall bracket.</p> <p>62. • Set of 3 sizes</p> <p>63. • Each set of fittings comprises sizes as listed below:</p> <p>64. - 2 pieces of flare 1/4 inch hand valve</p> <p>65. - 1 piece of flare 3/8 inch hand valve</p> <p>66. - 2 piece of flare 1/2 inch hand valve</p> <p>67. • All fittings must c/w matching flare nuts</p>

			<p>68.</p> 
71. 4	72. B4	73. Hand valves ½ inches	<p>74. Hand valves ½ inches</p> <p>75. For air-conditioning tubing</p> <p>76. • Material: Brass</p> <p>77. • Operating pressure up to 3500kPa</p> <p>78. • Temperature from -40°C to 135°C</p> <p>79. • Hand valve with wall bracket.</p> <p>80. All fittings must c/w matching flare nuts</p>
83. 5	84. B5	85. Thermostatic expansion valves: (Internal-equalised type for cooling capacity of about 1.75 kW)	<p>86. Thermostatic expansion valves: (Internal-equalised type)</p> <p>87. • 1 to 1.5 ton</p> <p>88. • Thermostatic</p> <p>89. • for R404A refrigerant.</p> <p>90. • flare nut connection 3/8 x 1/2 inch.</p> <p>91. • c/w 1.5 m capillary tube and matching flare nuts.</p>  <p>92.</p>
95. 6	96. B6	97. Filters dryers	<p>98. Filters dryers</p> <p>99. • For refrigeration system</p> <p>100. • Steel shell</p> <p>101. • Hermetic, one-way flow, flare nut connection capacity 9000 btu to 1 ton, for multi-refrigerant liquid line use.</p> <p>102. • Set of 2 sizes, Range of sizes:</p> <p>103. - 1 pieces of ¾ inch flare nuts.</p> 

			104. - 1 pieces of ½ inch flare nuts.
			105. • c/w flare nut both ends.

<p>108. 7</p>	<p>109. B 7</p>	<p>110. Fittings & Accessories (Sight glass, tee, unions, elbows, seal plugs)</p>	<p>111. Fittings & Accessories (120 tee, 120 unions, 120 elbows, 80 seal plugs, 40 Sight glass,)</p> <p>112.</p> <p>113. 7.1 Union, Flare</p> <p>114. For air-conditioning tubing</p> <p>115. • Material: Brass</p> <p>116. • Set of 3 sizes</p> <p>117. • Each set of fittings comprises sizes as listed below</p> <p>118. - 1 piece of flare ¼ inch union</p> <p>119. - 1 piece of flare ⅜ inch union</p> <p>120. - 2 pieces of flare ½ inch union</p> <p>121. • All fittings must c/w matching flare nuts</p> <p>122.</p> <p>123. 7.2. Tee, Flare</p> <p>124. For air-conditioning tubing</p> <p>125. • Material: Brass</p> <p>126. • Set of 3 sizes</p> <p>127. • Each set of fittings comprises sizes as listed below</p> <p>128. - 1 piece of flare ¼ inch tee</p> <p>129. - 1 piece of flare ⅜ inch tee</p> <p>130. - 1 piece of flare ½ inch tee</p> <p>131. • All fittings must c/w matching flare nuts</p> <p>132.</p> <p>133. 7.3. Elbow, Flare</p> <p>134. For air-conditioning tubing</p> <p>135. • Material: Brass</p> <p>136. • Set of 3 sizes</p>
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			<p>137. • Each set of fittings comprises sizes as listed below</p> <p>138. - 1 piece of flare ¼ inch elbow</p> <p>139. - 1 piece of flare ⅜ inch elbow</p> <p>140. - 1 piece of flare ½ inch elbow</p> <p>141. • All fittings must c/w matching flare nuts</p> <p>142.</p> <p>143. 7.4. Refrigerant sight glass</p> <p>144. For air-conditioning tubing</p> <p>145. • Material: Brass</p> <p>146. • Set of 3 sizes, Each set of fittings comprises sizes as listed below:</p> <p>147. - 1 piece of flare ¼ inch straight sight glass fitting</p> <p>148. - 1 piece of flare 3/8 inch straight sight glass fitting</p> <p>149. - 1 piece of flare 1/2 inch straight sight glass fitting</p> <p>150.</p>  <p>151.</p>
<p>154. 8</p>	<p>155. B 8</p>	<p>156. Electronic thermometers (from -20°C to 50°C)</p>	<p>157. Infrared thermometers (electronic)</p> <p>158. For measuring air-conditioner off coil temperature</p> <p>159. • LCD display</p> <ul style="list-style-type: none"> • Measurement range: -50°C to 100°C • Laser pointer on/off • Distance-Spot ratio: 12:1 <p>160. • Readout in degree Celsius and degree Fahrenheit</p> <p>161. • c/w battery, sensing devices, carrying case and other standard accessories.</p> 

<p>164. 9</p>	<p>165. 9 B</p>	<p>166. Weighing Scale</p>	<p>167. Weighing Scale</p> <p>168. For weighing of refrigerant recovered/charged</p> <p>169. • 9 inch square platform</p> <p>170. • Capacity 80 Kg, refrigerant scale suitable for 30 50 lb. charging/recovery tank use.</p> <p>171. • Kg and lb readout.</p> <p>172. • Rubber lined platform, compatible with refrigerants.</p> <p>173. • c/w handheld controller, battery, carrying case and other standard accessories</p> <p>174.</p>  <p>175.</p> <p>176.</p>
<p>179. 1 0</p>	<p>180. 10 B</p>	<p>181. Automatic charging weighing scale for refrigerant</p>	<p>182. Automatic charging weighing scale for refrigerant</p> <p>183. Resolution: 0.1 oz./0.01 lb./0.01 kg</p> <p>184. •Display: Sealed LCD with high resolution 0.5" characters</p> <p>185. •Keypad: Moisture resistant membrane keypad with tactile metal domes</p> <p>186. •Operating temperature range: 32° to 122°F (0° to 50° Storage temperature range: -4° to 158°F (-20° to 70°C)</p> <p>187. •Platform size: 9" x 9" (228 mm x 228 mm)</p> <p>188. •Accuracy: ± 0.5 oz./ ± 0.03 lb./ ± 0.015 kg or 0.1% reading.</p> <p>189.</p>
<p>192. 1 1</p>	<p>193. 11 B</p>	<p>194. Sound Level Meters (Range from</p>	<p>195. Sound Level Meters</p>

		<p>40 - 120 dB (A)) 200.</p>	<p>196. For measuring equipment sound level</p> <p>197. • Auto-ranging 40 to 120dBA, accuracy ± 1.5dB and 0.1 dB resolution</p> <p>198. • Self test when powered ON, multi-information logging</p> <ul style="list-style-type: none"> • c/w detachable condenser microphone, battery, carrying case and other standard accessories <div style="display: flex; justify-content: space-around;">  </div>
<p>204. 1 2</p>	<p>205. B 12</p>	<p>206. Fan Motors</p>	<p>207. Fan Motors</p> <p>208. For air-conditioner unit</p> <div style="text-align: right;">  </div> <p>209.</p> <p>210. • Permanent split capacitor</p> <p>211. • 230V, 50Hz, Single phase, 3 Speed, 1/8 to 1/12 H</p> <p>212. • Double shaft, OAO Enclosure.</p> <p>213. • c/w mounting brackets</p>

<p>216. 1 3</p>	<p>217. B 13</p>	<p>218. Hermetic Compressor:</p>	<p>219. Condensing Unit for item 14</p>
<p>222. 1 4</p>	<p>223. B 14 a</p>	<p>224. Split unit 1 to 1</p>	<p>225. Split unit 1 to 1</p> <ul style="list-style-type: none"> 226. • 9000 BTU 227. • 230V 50Hz 228. • R410A refrigerant <p>229.</p> <p>230.</p> 
	<p>234. B 14 b</p>	<p>235. Split unit 1 to 2</p>	<p>236. Split unit 1 to 2</p> <ul style="list-style-type: none"> 237. • 18000 BTU 238. • 230V 50Hz 239. • R410A refrigerant
	<p>243. B 14 c</p>	<p>244. Split unit 1 to 3</p>	<p>245. Split unit 1 to 3</p> <ul style="list-style-type: none"> 246. • 24000 BTU 247. • 230V 50Hz 248. • R410A refrigerant
<p>251. 1 5</p>	<p>252. B 14</p>	<p>253. Window-casement type room air-Conditioners c/w stainless steel brackets</p>	<p>254. Window-casement type room air-Conditioners c/w stainless steel brackets</p> <ul style="list-style-type: none"> 255. • 7000 BTU 256. • 230V 50Hz, 3-speed, energy saving 257. • R410A refrigerant. 258. • Manufacturer's installation kit. 259. • c/w remote controller, batteries, manual and approved cable and moulded plug.
<p>262. 1 6</p>	<p>263. B 15</p>	<p>264. Window-mounted type room air-Conditioners c/w stainless steel brackets</p>	<p>265. Window-mounted type room air-Conditioners c/w stainless steel brackets</p> <ul style="list-style-type: none"> 266. • 9000 BTU 267. • 230V 50Hz, 4-speed 268. • R410A refrigerant. 269. • Condenser unit comprise the following items

		<p>274. Chilled water balancing distribution system trainer complete with:</p> <p>275.</p> <p>276. Chilled water balancing distribution system trainer complete with:</p> <p>277. - Centrifugal pump</p> <p>278. - Water tank</p> <p>279. - Flow meter and flow switch c/w valves</p> <p>280. - Chiller unit</p> <p>281. - Cooling coils</p> <p>282.</p>	

mounted onto a sturdy base-plate:

- Retainer plates
- Drains
- Window Frame
- Stainless steel bracket with wall plugs

283.

18" 7200 GPM

Two - Way Valve Variable Flow
Variable Speed Chilled Water Pump Control Primary/Secondary - Tertiary System With Reverse Return Secondary Distribution

3000 Tons

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290. Delivery and Completion Schedule

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293. The delivery period shall start as of _____.

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295.

296. Item No.	297. Description of Goods or Related Services	298. Delivery Schedule 299. (Duration)	300. Location
303. Package 2 Residential and Commercial Air-conditioning and Refrigeration for WS			
304. FT- MES, FT-ACR		305. T+120	306. 307. 308.
312. 1	313. Transport		Industrial Estate, Bhubaneswar
317. 2	318. Loading & Unloading		Odisha 751007
322. 3	323. Installation		309.
327. 4	328. Testing		310. ZIP code: 751007
332. 5	333. Insurance		
337. 6	338. Other cost for contract/		

342. "T" is the date of issuing of final Purchase Order.

343. "T+90" means 90-No of Days from "T" (starting date/issuing PO)

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353. Technical Specifications

354.

355. As mentioned in the table in sub-section 1 above

356.

357. Drawings

358. The 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) along-with contract agreement. However, the Bidders are also required to provide drawings, printed catalogues either with its Bid or for approval during Contract execution

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1 Definitions

48.2 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

48.3 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

48.4 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:

(ix) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(x) “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;

(xi) “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;

(xii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(xiii) “abuse” means theft, waste or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(xiv) “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;

(xv) "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

(xvi) "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.

48.5 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.

48.6 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.

48.7 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

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

48.9 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.

48.10 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.

48.11 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.

48.12 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.

48.13 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

48.14 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.

48.15 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

- 6 Joint Venture** 48.16 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** 48.17 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.
- 48.18 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** 48.19 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.
- 48.20 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9 Governing Law** 48.21 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** 48.22 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.
- 48.23 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** 48.24 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).

- 48.25 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** 48.26 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** 48.27 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** 48.28 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.
- 48.29 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15 Contract Price** 48.30 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.
- 48.31 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** 48.32 The Contract Price shall be paid as specified in the SCC.
- 48.33 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.
- 48.34 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.
- 48.35 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** 48.36 For goods supplied from outside the Purchaser's country, the

- Duties** Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 48.37 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.
- 48.38 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** 48.39 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.
- 48.40 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.
- 48.41 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.
- 48.42 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** 48.43 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** 48.44 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.

48.45 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.

48.46 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.

48.47 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.

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

21 Subcontracting

48.49 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.

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

22 Specifications and Standards

48.51 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.

48.52 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

48.53 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.

48.54 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

48.55 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

48.56 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

48.57 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).

- 48.58 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.
- 48.59 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.
- 48.60 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.
- 48.61 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.
- 48.62 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 48.63 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.
- 48.64 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.
- 48.65 Except as provided under GCC Clause 32, if the Supplier fails to

Damages

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

48.66 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.

48.67 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.

48.68 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.

48.69 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.

48.70 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.

48.71 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

48.72 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.

48.73 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.

48.74 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.

48.75 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.

48.76 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**

48.77 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

48.78 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.

48.79 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.

48.80 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**
- 48.81 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.
- 48.82 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.
- 48.83 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**
- 48.84 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.
- 48.85 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**
- 48.86 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.

48.87 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.

48.88 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

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** 48.89 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.
- 37 Respectful Work Environment** 48.90 The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.
- 48.91 The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

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.

GCC 1.1(j)	The Purchaser's country is: <u>India</u>
GCC 1.1(k)	The Purchaser is: <u>Odisha Skill Development Authority</u>
GCC 1.1 (q)	The Site is: <u>World Skill Center,</u> <u>IDCO Tower 2010,</u> <u>Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar,</u> <u>Odisha 751007</u> <u>Country: India</u> <u>ZIP code: 751007</u>
GCC 4.2 (b)	The version of Incoterms shall be: <u>2010</u>
GCC 5.1	The language shall be <u>English</u>

	The language for translation of supporting documents and printed literature is: <u>English</u>
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: <u>Chief Executive Officer, Odisha Skill Development Authority (OSDA), Govt of Odisha</u></p> <p>Street address: <u>Niyojan Bhawan</u></p> <p>Floor/Room number: <u>Sriya Square, Unit-3</u></p> <p>City: <u>Bhubaneswar</u></p> <p>ZIP code: <u>751001</u></p> <p>Country: <u>India</u></p> <p>Telephone: <u>+91-674-2391320</u></p> <p>Fax: <u>+91-674-2391320</u></p> <p>E-mail: <u>osdpadbosda@gmail.com; dirosems@gmail.com</u></p>
GCC 9.1	The governing law shall be: <u>Law of India</u>
GCC 10.2	<p>The formal mechanism for the resolution of disputes shall be: _____</p> <p><u>For a contract with a Foreign Supplier:</u></p> <p><u>(i) 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></p> <p><u>(ii) 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> <p><u>(iii) The arbitration shall be conducted in English language for communications.</u></p> <p><u>For a contract with a Local Supplier:</u></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: <u>Bhubaneswar</u></p>
GCC 11.1	<p>The Scope of Supply shall be defined in : <u>Section 6, Schedule of Supply</u></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>
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be:

	<p>For Goods supplied from abroad as per Incoterms CIF or CIP:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none">(a) Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;(b) original and two copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two copies of non-negotiable bill of lading;(c) Three copies of the packing list identifying contents of each package;(d) insurance certificate;(e) Manufacturer's or Supplier's warranty certificate;(f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and(g) certificate of origin. <p>The Purchaser shall receive the above documents at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none">(a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;(b) delivery note, railway receipt, or truck receipt;(c) Manufacturer's or Supplier's warranty certificate;(d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and(e) certificate of origin. <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent</p>
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	expenses.
GCC 15.2	The price adjustment shall be: <u>Not applicable</u>
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>For Goods and Related Services supplied from outside the Purchaser's country:</p> <p>(a) Advance Payment: 10% of the Contract Price 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).</p> <p>(b) On Shipment: The Purchaser shall pay the Supplier 80% of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1.</p> <p>(c) On Acceptance: 10% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods 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: 10% of the Contract Price 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).</p> <p>(b) On Delivery: The Purchaser shall pay the Supplier 80% of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1.</p> <p>(c) On Acceptance: 10% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p>
GCC 16.4	The currencies for payments shall be: The payment of the contract price shall be in the currency or currencies in which the bid price is expressed in the bid of the successful bidder.

GCC 18.1	The Supplier shall provide a Performance Security of 10 percent 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.
GCC 18.3	<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>
GCC 18.4	Discharge of the Performance Security shall take place: Pursuant to GCC Sub clause 18.4, after delivery and acceptance of the Goods, the performance security shall be reduced to (specify percentage figure, i.e., 5%) percent of the Contract to cover the Supplier's warranty obligations in accordance with GCC Clause 28.3.
GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p>Packing: (1) The supplied Goods shall be packed 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 the detailed packing list and the quality certificate.</p> <p>Marking: (1) The Supplier shall mark the following on the four adjacent sides of each package with indelible paint in conspicuous English printed words:</p> <p>A. CONSIGNEE B. CONTRACT NO. C. SHIPPING MARK D. CONSIGNEE CODE E. DESTINATION F. NAME OF GOODS AND ITEM NO., CASE NO. G. GROSS/NET WEIGHT (Kg) 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,</p>

	<p>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>
GCC 24.1	<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>
GCC 25.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>Incoterms 2010.</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 contract with final installation and testing before handing over.</p>
GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places :</p> <p>World Skill Center, IDCO Tower 2010, Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar, Odisha 751007 Country: India ZIP code: 751007</p> <p>Goods: Facility Technology MES, ACR</p> <p>Type of Test: The supplier shall guarantee/ warranty certificate that the goods conforms to all specifications contained in the contract. However on arrival of the goods at destination the purchaser or its representative shall have the right to inspect and or test any or all the equipment. It the performance of equipment is not found as per specified 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 to inspect, the components and machines.</p> <p>The supplier shall affix nameplate at prominent place carrying the details of name of the manufacturer, type and model of equipment, year of manufacture, capacity etc, the name of purchaser (OSDA) and any other details communicated by the</p>

	<p>purchaser.</p> <p>Time or Milestone: Carrying out Inspection will be task of OSDA, The inspection time & 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>Place: World Skill Center</p> <p>Address: IDCO Tower 2010, Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar, Odisha 751007</p> <p>Country: India</p>
GCC 27.1	The applicable rate for liquidated damages for delay shall be: <u>0.5 %</u> per week or part thereof
GCC 27.1	The maximum amount of liquidated damages shall be: <u>10%</u>
GCC 28.3	<p>The period of validity of the Warranty shall be: <u>2 years from date of handover.</u></p> <p>The place of final destination shall be:</p> <p>World Skill Center, IDCO Tower 2010, Block B, Sector A, Mancheswar Industrial Estate, Bhubaneswar, Odisha 751007 Country: India ZIP code: 751007</p>
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within <u>Seven days</u> of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: <u>100% of Contract Amount</u>

Section 9 - Contract Forms

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Notice of Intention for Award of Contract

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

..... date of notification

To: name of the bidder

Attention: insert name of the bidder's authorized representative

Address: insert address of the bidder's authorized representative

Telephone/Fax numbers: insert telephone/fax numbers of the bidder's authorized representative

E-mail Address: insert e-mail address of the bidder's authorized representative

This is to notify you of our intention to award the contract [. insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [. . . insert number of days as specified in ITB 42.1 of the BDS . . .] days , from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid, and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as read out at opening	Evaluated Bid Price

2. Reason/s why your Bid was unsuccessful

.....
.....
.....

3. The successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

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) 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*⁸. (*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 , ,⁹ 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. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.¹⁰

⁸ 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.

⁹ 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."

¹⁰ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

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

-- Note to Bidder --

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.

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. 458 *[or ICC Publication No. 758 as applicable]*.

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.