



GOVT OF ASSAM
ASSAM SKILL DEVELOPMENT MISSION
NH-37, OPPOSITE ISBT, KATABARI
GARCHUK :: GUWAHATI-781035
Website: www.asdm.assam.gov.in

No. ASDM/ASUP/49/2022/GS05b/35

Dated: 02.02.2023

REQUEST FOR QUOTATION

Sealed quotation is invited from reputed supplier for Supply, delivery, and installation for IT equipment for Project Management Unit under Assam Skill University Project. RFQ document is available at <https://asu.ac.in/> . with RFQ notice no RFQ ref no ASDM/ASUP/49/2022/GS05b.

Last date of submission of the quotation is 16.02.2023 on or before 2.00 PM. Interested bidders may drop their sealed quotations in the tender box at :

O/o the Chief Executive Officer,
Assam Skill University Project
3rd Floor, DECT Building
Rehabari, Guwahati 781008

Chief Executive Officer,
Assam Skill University Project
Assam, Guwahati

Copy to:

1. Notice Board Assam Skill University Project
2. <https://asu.ac.in/> [Assam Skill University Website]
3. <https://sppp.assam.gov.in/> [State Public Procurement Portal of Assam]

REQUEST FOR QUOTATIONS

Additional Equipment for Project Management Unit (PMU)

Package No: GS-05b

Under

Assam Skill University Project (ASUP)

February 2023

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Assam Skill University Project
Source of Funding : 4166-IND/ Assam Skill University Project
Contract Ref : ASDM/ASUP/49/2022/GS05b Date of Issue of Request: 03/02/2023
Package Id :GS-05b

To :

Sir/Madam:

1. The **Assam Skill Development Mission (ASDM)** hereby requests you to submit price quotation/(s) for the supply of the following items:

Sl.	Item Name	Quantity (Nos.)
1	Laptop (Convertible Type)	13
2	Laptop (Detachable Type)	01
3	All in One Desktop	03
4	TV (55inch)	03
5	Antivirus 5 User License for 3yrs subscription	07
6	UPS(1KVA)	03
7	External Hard disk (2 TB)	10
8	Pen drive (64 GB)	20

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

2. **The Quotation shall comprise the following:**

- Form of Quotation
- Technical Specifications: confirmation that the offered Goods and Related Services conform to the required specifications;
- Complete address and contact details of the Bidder having the following information:
Name of Firm:
Firm Representative Name:
Address for communication:
Mobile No.:
Electronic Mail Identification (E-mail ID):
- GST Registration Certificate
- Up-to-date valid Trade License.

- f) PAN card.
 - g) Bank details.
3. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
- (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
 - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
4. **Qualification of the Bidder:**
- (a) Supplies for any particular item in each quotation should be from one manufacturer only. Quotations offering supplies from different manufacturers for the same item in the quotation will be treated as non-responsive.
 - (b) Price Quotation should contain the price for all items. If the price quotation is missing any item, then the quotation will be rejected.
 - (c) Experience as a main supplier of at least one contract in the last 5 calendar years from the date of Quotation Invitation of **INR 16.7** lakh with nature similar to the items in the supply schedule of this contract.
5. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery, Installation and Price Schedule**. The currency of quoted prices and payment shall be **Indian Rupees (INR)**.
- (b) The prices should be quoted for supply and delivery to **Project Management Unit (PMU), Assam Skill University Project, 3rd Floor, DECT Building, Rehabari, Guwahati 781008** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in **Guwahati, Assam**.
- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.

- (e) Your quotation(s) should be valid for a period of 45 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.

Submission and Opening

- (f) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by 16/02/2023 at 2.00PM with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address: Chief Executive Officer
Assam Skill University Project (ASUP),
3rd Floor, DECT Building,
Rehabari, Guwahati 781008

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on 16/02/2023 at 2.15PM and at the following address.

O/o of the Chief Executive Officer
Assam Skill University Project (ASUP),
3rd Floor, DECT Building,
Rehabari, Guwahati 781008

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
- I. where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - II. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

Award of Contract

- (j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation. Accordingly, award will be given to only one supplier.
- (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within **21 days** (Twenty-one Days) from the date of submission of quotation through the return of a copy of the **Form of Quotation with Acceptance** signed by the authorized representative of the Purchaser.
- (l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. "In addition to the quoted price, the contract price shall include all prevailing taxes in India.

6. Further information can be obtained from:

Name : O/o the Chief Executive Officer
Procurement Cell, ASUP
Address : Assam Skill University Project (ASUP),
3rd Floor, DECT Building,
Rehabari, Guwahati 781008
E-mail : asup.assam@gmail.com

7. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

8. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

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

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

(a) Name of Institution: _____

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

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

10. You/your 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:²

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

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

(d) Other relevant details:

11. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

² Any such disclosure shall be forwarded by the Purchaser to ADB.

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suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

12. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
13. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
14. Please confirm by e-mail whether or not you will submit the price quotation(s).

Sincerely,



Chief Executive Officer,
Assam Skill University Project

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Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Item Name	Make and Model No of the Item*	Unit	Unit Price (including all Taxes)	Total Price	Price Validity (in Days)	Delivery Schedule
Laptop (Convertible Type) including wireless mouse and laptop bag		13			45 days from the deadline for submission of the quotation	As per Clause 7.1 of Terms and conditions
Laptop (Detachable Type) Including Keypad, Pen, Arc Mouse and Protective case.		1				
All in One Desktop		3				
TV (55inch) including DTH connection with HD Set Top Box		3				
Antivirus 5 User License for 3yrs subscription		7				
UPS(1KVA)		3				
External Hard disk (2 TB)		10				
Pen drive (64 GB)		20				
TOTAL						
(in words)						

*to be quoted as per the Attachment 2- Technical Specifications.

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Attachment 2
TECHNICAL SPECIFICATIONS

Brief Specification of Laptop: (NO 13)

Component	Minimum Requirement
Form Factor	Convertible
Hinges	Metallic
Processor	Intel® Core™ i5-1235U (up to 4.4 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores, 12 threads)
Chipset	Intel® Integrated SoC
Memory	16 GB DDR4-3200 MHz RAM (onboard) Transfer rates up to 3200 MT/s.
Storage	512 GB PCIe® NVMe™ M.2 SSD
Screen Size	35.6 cm (14) diagonal, FHD (1920 x 1080), multitouch-enabled, IPS, edge-to-edge glass, micro-edge, 250 nits, 45% NTSC
Graphics	Intel® Iris® X ^e Graphics
OS	Windows 11 Home
Microsoft Office	Microsoft Office 2019 Home
Ports	1 SuperSpeed USB Type-C® 10Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4, HP Sleep and Charge); 2 SuperSpeed USB Type-A 5Gbps signaling rate; 1 HDMI 2.1; 1 AC smart pin; 1 headphone/microphone combo
Audio Features	Audio by B&O; Dual speakers; HP Audio Boost
Webcam	True Vision 5MP camera with camera shutter, temporal noise reduction and integrated dual array digital microphones
Sensors	Accelerometer; Gyroscope
Stylus	Rechargeable MPP2.0 Tilt Pen
Fingerprint Reader	Yes
Pointing Device	Imagepad with multi-touch gesture support
Keyboard	Full-size, backlit, natural silver keyboard
Wireless	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.2 combo (Supporting Gigabit data rate)
Wireless Note	MU-MIMO supported
Power Supply Type	65 W Smart AC power adapter
Battery Type	3-cell, 43 Wh Li-ion polymer
Battery Life Video Playback	Up to 11 hours
Energy Efficiency Compliance	EPEAT® registered
Product Color	Natural silver cover and base, natural silver aluminum keyboard frame
Product Design	Paint finish cover and base, anodized keyboard frame
Security Management	Trusted Platform Module (Firmware TPM) support
Wireless Mouse	Wireless Mouse with 2.4 GHz Wireless connectivity of same OEM
Warranty	3 Yrs Onsite Warranty
Accessories	Good Quality Laptop Bag

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Detachable Laptop: (NO 01)

Component	Minimum Requirement
Form Factor	Detachable
Processor	12th Gen Intel® Core™ i5-1245U processor
Display	Screen: 13-inch PixelSense™ Flow Display <ul style="list-style-type: none"> • Resolution: 2880 X 1920 (267 PPI) • Colour profile: sRGB and Vivid Refresh rate up to 120Hz (Dynamic refresh rate supported) • Aspect ratio: 3:2 • Contrast ratio 1200:1 • Adaptive Colour • Auto Colour Management supported • Touch: 10-point multi-touch • Dolby Vision IQ™ support • Gorilla® Glass 5 • Brightness: 450 nits maximum (typical), 2 nits minimum
Memory	16GB (LPDDR5 RAM)
Camera, Video, and Audio ⁵	<ul style="list-style-type: none"> • Windows Hello face authentication camera (front-facing) • Front-facing camera with 1080p full HD video • 10.0MP rear-facing autofocus camera with 1080p HD and 4k video • Dual far-field Studio Mics • 2W stereo speakers with Dolby Atmos®
Graphics	Intel® Iris® Xe graphics
Connections	<ul style="list-style-type: none"> • 2 x USB-C® with USB 4.0/Thunderbolt™ 4 • 1 x Surface Connect port • 1 x Surface Keyboard port
Battery life	Up to 15.5 hours of typical device usage
Storage	Removable drive (SSD) options: 512 GB
Operating System	Windows 11 Home
Microsoft Office	Microsoft Office 2019 Home
Accessories	<ol style="list-style-type: none"> 1.Key Board of same OEM 2.Pen of same OEM 3.Arc shaped Bluetooth Mouse of same OEM 4.Premium Protective case
Warranty	3 yrs Onsite warranty

All in One Desktop: (NO 03)

Component	Minimum Requirement
Processor	12th Gen Intel® Core™ i5-12500T
Graphics	Intel® Integrated Graphics
Memory	16GB, 1 x 16GB, DDR4, 3200MHz
Storage	512GB, M.2 2230, PCIe NVMe Gen3 x4, SSD, Class 35
Screen Size	23.8-inch, FHD 1920 x 1080, 60Hz, anti-glare, touch, 72% NTSC, 250 nits, wide-viewing angle, WLED, capacitive touch stylus
Operating System	Windows 11 Home
Microsoft Office	Microsoft Office 2019 Home
Optical Drive	8x DVD+/-RW, optional (through Height Adjustable Stand with Optical Disk Drive)
Wireless Card	Realtek WiFi-5 2x2 8822CE Bluetooth 5.0 Wireless Card with Wireless Driver, Realtek 8822CE
AUDIO & SPEAKERS	Stereo speakers with Waves MaxxAudio® Pro, 2W x 2 = 4W total
Keyboard	Wireless Keyboard of Same OEM
Optical Mouse	Wireless Optical Mouse of Same OEM
Camera	1080p at 30FPS, FHD RGB camera
Ports	USB 3.2 Gen 2x1 Type-C® port USB 3.2 Gen 1 port with PowerShare Universal audio port (2) USB 3.2 Gen 2 ports (2) USB 3.2 Gen 1 ports with Smart Power On RJ45 Ethernet port Line-out audio port DisplayPort++ 1.4a/HDCP 2.3 port HDMI-IN—HDMI 1.4a port (with UMA configuration-65W) HDMI-OUT—HDMI 2.0 port (with UMA configuration- 65W)
Warranty	3 yrs Onsite warranty

LED Display cum TV (No 03)

Component	Minimum Requirement
Design	2 Pole Ceramic Black
Display Size	55inch
Display Resolution	3,840 X 2,160 (UHD)
Display Brightness (cd/m2)	400
TV Reception	ISDB-T
Ports	Set Side : HDMI In 2 (2.0), USB (2.0) Set Rear: HDMI In (HDCP, 2.0), RF In (ISDB-T), Digital Audio Out (Optical), RS-232C (D-Sub 9pin, Control & Service), RJ45 (Usage Purpose : Ethernet), External Speaker Out (3.5mm phone jack) 2 (Spk-out 1, 4W (Stereo, R: 2.0W, L: 2.0W, 8Ω) Vol. Control 1), Debug (Phone Jack Type, Ext. SPK Volume Control Share)
SUPERSIGN SW COMPABILITY	Content Management Software (SuperSign CMS), Control and Monitoring Software (Control/Control+), Simple Editor
Accessories (Additional)	DTH connection with HD Set Top Box
Warranty	3 Yrs Onsite Warranty

Antivirus 5 User License for 3yrs subscription (No 07)

Requirement	Technical Specification
Total No of User	35 (5 user pack x 7 pack)
Subscription Period	3years
Real-time Threat Protection	Advanced security with antivirus helps protect against existing and emerging online threats to device, and helps protect private and financial information when go online
Smart Firewall for PC	Monitors communications between computer and other computers and helps block unauthorized traffic.
Password Manager	Tools to easily generate, store, and manage passwords, credit card information and other credentials online – more securely.
PC Cloud Backup	Store important files and documents as a preventive measure against data loss due to hard drive failures, stolen devices and even ransomware.
SafeCam for PC	Alerts you to attempts to access your webcam and helps you block unauthorized access to it
Warranty	3 yrs Post Installation support from OEM. Like free update of software patches.

UPS(1KVA) (No 03)

Features	Minimum Requirement
Output connection type	4 India 3-pin 6A 2 India 3-pin 6A surge
Input Network frequency Plug standard Input voltage limits	50/60 Hz +/- 3 Hz auto-sensing India 3-pin 6A 170...294 V
Output Maximum configurable power in W Maximum configurable power in VA Output frequency UPS type Wave type	600 W 1000 VA 50/60 Hz +/- 1 Hz sync to mains Line interactive Stepped approximation to a sinewave
Control panel	Multifunction LCD status and control console
Alarm	Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm
Warranty	3yrs onsite Warranty

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External Hard disk (2 TB)(No 10)

Specification	Minimum Requirement
Type	External Portable
Connectivity	Wired
Digital Storage Capacity (TB)	2
Speed (rpm)	5400
OS Compatibility	WINDOWS
Onsite Warranty	3 yrs

Pen drive (64 GB)(No 20)

Specification	Minimum Requirement
Storage Capacity	64 GB
Interface	USB 2.0
OS Supported	Windows
Auto Detection facility	Yes
Onsite Warranty	3 yrs

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FORM OF QUOTATION (Goods)

_____ (Date)

To:

The Chief Executive Officer
Assam Skill University Project
3rd Floor, DECT Building
Rehabari, Guwahati -781008

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

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

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

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

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

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 10 days from receipt. Please provide, along with signed contract document, a Performance Security in the form of Bank Guarantee of any scheduled bank for the due performance of the Contract, in the amount equivalent to 5% of the Contract Price. The Performance Security shall be in favour of **Assam Skill University Project** and shall be valid till the expiry of the period of Warranty of the Contract, as specified.

Name of Purchaser : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

CONTRACT

Name of Country:

Project Name:

Name of Contract: _____

Contract Number _____

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

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

The Purchaser and the Supplier agree as follows:

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

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

Signature and seal of the Purchaser:

For and on behalf of

Name of Authorized Representative

Signature and seal of the Supplier:

For and on behalf of

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: Assam Skill University Project
Purchaser: Chief Executive Office, Assam Skill University Project
Package No.GS-05b/ Additional Equipment for PMU
Contract Ref : ASDM/ASUP/49/2022/GS05b

1. Definitions

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

2. Applicable Law

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

3. Language

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

4. Assignment

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

5. Fraud and Corruption

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

6. Fixed Contract Price

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

7. Delivery Schedule

- 7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 30 (Thirty) days from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

- (a) General Description

- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

9. Delivery and Documents

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

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

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

10. Taxes and Duties

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

11. Payment

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

- (a) 90% within 45 days from receipt by the Purchaser of the delivered goods on site and installation of the same in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and
- (b) 10% within 15 days upon submission of Supplier's claim subject to satisfactory acceptance of the Purchaser.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 36 months from the date of installation to the Purchaser.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 03 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the *arbitration law or rules of the Purchaser's country*

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

16. Force Majeure

16.1 The supplier shall not be liable for penalties 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.

- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

17. Termination Due to Integrity Violation

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

18. Accounts and Records

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

19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.
