OFFICE OF THE DIRECTOR/PRINCIPAL
MAHATMA GANDHI GOVT.ENGG. COLLEGE, KOTLA (JEORI)
CAMP AT J.N GOVT ENGG COLLEGE SUNDERNAGAR (H.P.)

SHOPPING
FOR
WELDING SHOP

06 December 2021

SHOPPING FOR GOODS

REQUEST FOR QUOTATION (RFQG)

(i) Shopping is a simplified procedure, used for low-value, readily available off-the-shelf goods. When considering Shopping, ADB should be satisfied that there are a sufficient number of local and/or foreign suppliers (a minimum of three) that can meet the requirements of the procurement and ensure a satisfactory level of price competition. The threshold for Shopping is currently set at $100,000.
(ii) Alternate texts for some paragraphs are provided. The Purchaser may select one option and delete the non-applicable option.

Project Title: Himachal Pradesh Skill Development Project

Source of Funding: ADB Funded: Loan No 3573-IND
Contract Ref: HPSDP-DoTE/EC/1/4.2 **Date of Issue of Request: 06.12.2021**

Sir/Madam:

1. **The Director/Principal** Mahatma Gandhi Govt.Engg. College, Kotla (Jeori) Camp At J.N Govt Engg College Sundernagar (H.P.)**,** (Purchaser) hereby requests you to submit price quotation(s) for the supply of the following items:

   (i) Welding Shop items related for setting up lab as per details attached as Annexure- A.

   If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.

   To assist you in the preparation of your price quotation we enclose the necessary 'technical specifications and required quantities'.

2. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

3. You shall submit one original of the Price Quotation with 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. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address:

   Purchaser's Address: The Director/Principal, Mahatma Gandhi Govt. Engg. College, Kotla (Jeori) Camp At J.N Govt Engg College Sundernagar (H.P.), City - Sundernagar District- Mandi, HP – 175018

   Telephone: 01907-267048

4. Your quotation in duplicate and written in English language, 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 India.

5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is: **27.12.2021**

6. 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.

7. You quotation(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

   (i) PRICES: The prices should be quoted for supply and delivery to Mahatma Gandhi Govt. Engineering college, Kotla (Jeori), Tehsil Rampur, District- Shimla, Himachal Pradesh PIN 172101.. Prices shall be quoted in the currency (**Indian Rupees**) of the Purchaser.

   (ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this 'Request for Quotation', and it will not be considered further. The 'Purchaser' will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the 'Purchaser' will adjust for any arithmetical errors as follows:

      (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

      (b) 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; and

      (c) if a 'Supplier' refuses to accept the correction, his quotation will be rejected.

      In addition to the quoted price, the evaluated price shall include 'GST' in India.

   (iii) AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a 'Contract' as per attached form of contract and terms and conditions of supply.

   (iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of Forty-five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph-5 of this 'Request for Quotation'.

   (v) 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.

8. Further information can be obtained from:
   The Director/Principal, Mahatma Gandhi Govt. Engg. College,
   Kotla (Jeori) Camp At J.N Govt Engg College Sundernagar (H.P.),
   City - Sundernagar District- Mandi, HP – 175018
   Telephone: 01907-267048
   E-mail: gecrampur@gmail.com

9. The bidder whose quotation has been accepted will be notified of the award of contract through the 'Letter of Acceptance' issued by the 'Purchaser' within 60 days from the date of submission of quotation.

10. The 'Purchaser' intends to apply funds from the 'Asian Development Bank (ADB)' for eligible payments under the 'Purchase Order' resulting from this RFQ.

11. Under ADB's Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices 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.

12. Please Confirm by e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,
-sd-

Director cum principal

FORM OF QUOTATION

To: _____ (Purchaser's Name)

_____ (Purchaser's Address)

_____

We offer to execute the_____(name and number of Contract) in accordance with the Conditions of Contract 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 following Delivery Time from the Date of Signing of the Contract.

Prices and Schedules for Supply

S. No.	Item No.	Quantity	Unit Price	Total Price	Delivery Time
1.					
2.					

Spare Parts }
Tools and Accessories }
Manuals } Specify, if applicable.
Maintenance Requirements }

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 Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____

Fax Number, if any _____

Email address (optional) _____

FORM OF CONTRACT

THIS AGREEMENT number _____ made on _____, ___ 202_, between _____ (hereinafter called "the Purchaser") on the one part and _____ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for quotation for _____ (description of goods) to be supplied by Supplier, viz. Contract _____, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of _____ (_____) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
   a) Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
   b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement 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 the Contract.
3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the **laws of India** on the date indicated above.

Signature and seal of the Purchaser:	**Signature and seal of the Suppler:**
For and on behalf of	For and on behalf of
_____	_____
Name of Authorized Representative	Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

Project Name: Himachal Pradesh Skill Development Project
Package No. HPSDP-DOTE/1/4.2

Purchaser: The Director/Principal,
Mahatma Gandhi Govt. Engg. College, Kotla (Jeori)
Camp at J.N Govt Engg College Sundernagar (H.P.),
City - Sundernagar District- Mandi, HP – 175018

1. Schedules for Supply: Attached as **Annexure - A**

2. Fixed Price: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 180 days from the date of signing of contract.

4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.

5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

6. Resolution of Disputes: 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 a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Laws of India.

7. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:

   (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
   (ii) manufacturer's or supplier's warranty certificate; and
   (iii) 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.

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

   a) 10% within 14 days of signing the contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.

   b) 90% (or 80% if advance payment made) upon receipt by the Purchaser of the delivered goods on site in accordance with the contract; and

   c) 10% upon acceptance of the delivered goods by the Purchaser.

9. Warranty: Goods offered should be covered by manufacturer's warranty for the time as mentioned in the annexure-A (Schedule of supply) from the date of delivery to the Purchaser.

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

    Facility: Mahatma Gandhi Govt. Engg. College, Kotla (Jeori)

    Address: Mahatma Gandhi Govt. Engg. College, Kotla (Jeori)
    Camp at JNGEC Sundernagar, District Mandi

11. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

    For purposes of this clause, "Force Majeure" means an events 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.

    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.

12. Required Technical Specifications: (with attachments as necessary)

    (i) General Description
    (ii) Specific details and technical standards
    (iii) Performance Parameters

    Supplier confirms compliance with above specifications.

13. Failure to Perform: The Purchaser may cancel the 'Agreement' if the 'Supplier' fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the 'Purchaser', without incurring any liability to the 'Supplier'.

NAME OF SUPPLIER: _____

Authorized Signature : _____

Place: _____

Date : _____