



DEPARTMENT OF HORTICULTURE, GOVERNMENT OF HIMACHAL PRADESH

**REQUEST FOR QUOTATION
– SUPPLY of GOODS**

**SUPPLY OF POMEGRANATE PLANTING MATERIAL
for
District Bilaspur, Hamirpur, Mandi & Una – H.P.**

**“Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition
Project: (HPSHIVA)”**

Package no.: DOH-PLANTING MATERIALS-G03D

OCTOBER, 2022

REQUEST FOR QUOTATION–PLANT MATERIAL (RFQ-PM)

Project Title: **Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project: Project Readiness Financing Project (HP-SHIVA)**

Source of Funding: **Asian Development Bank**

Project Ref No. : **DOH-PLANTING MATERIALS-G03D**

Date of Issue of Request: **12/10/2022**

To : _____

Sir/Madam:

1. The Department of Horticulture, Government of Himachal Pradesh (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:

S.No.	Crop	Variety	Number of Lots
1.	Pomegranate	Bhagwa	4

You may, at your discretion, submit your quotation for one or more Lots. Evaluation of the quotations will be carried out Lot-wise and contract will be awarded Lot-wise subject to verification of the bidder's capacity to execute the contract.

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

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an Asian Development Bank (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.

3. To be qualified:

- a) The bidders will pay a nonrefundable “RFQ Document cost” of **INR 2,500/- (Indian Rupees Two Thousand Five Hundred Only)** in the form of Demand Draft (DD) in favor of Project Director, HPSHIVA Project, DoH. **The scan copy of the DD has to be uploaded in the <https://hptenders.gov.in> along with the quotation document. The original RFQ Document cost/DD has to be submitted in the office of the Project Director, HPSHIVA Project, DoH on or before the last date of submission of the RFQ i.e. **10/11/2022 up to 1100 Hours** failing which the quotation(s) will be declared non responsive.**
- b) Supplier must be a producer of the items covered by this **Request for Quotation (RFQ)** and, as evidence, you must also attach (i) a document of your production of plants of the desired variety per year during last three years;(ii) proof of you/your firm’s experience as a supplier in at least one contract (public/private) in the last 3 years of nature similar to the items in the supply schedule of this contract; **the interested bidders from countries other than India is required to supply the desired material through and Indian joint venture/ agent/ counterpart.**
- c) You must have a valid nursery license from the competent authority, i.e. a respective State Government, where the firm has been registered or Government of India or accredited with the National Horticulture Board of India (the “**Competent Authority**”) for production of the desired varieties and a copy of same should be attached along with the quotation/bid;
- d) In case of imported planting material / varieties, proof of import permission should be attached;
- e) The producer / supplier must ensure the conformity of planting material / varieties being supplied with the technical specification prescribed in this RFQ. **(Undertaking in the form of affidavit regarding true to type planting material to be furnished along with the quotation/bid)**
4. Your quotation should be submitted in accordance with the following instructions, procedures and terms and conditions of the **Contract**.

Preparation of Quotations

- a) You may, at your discretion, submit your quotation for one or more Lots. Evaluation of the quotations will be carried out Lot-wise and contract will be awarded Lot-wise subject to verification of the bidder’s capacity to execute the contract.
- b) Your price quotation/(s) shall be for all/complete items (for each Lot) as described in the attached documents and submitted only using the attached **Form of Quotation** with the priced **Supply and Delivery Schedule**. The currency of quoted prices and payment shall be Indian Rupees.
- c) The prices should be quoted for supply and delivery to respective location within H.P., as specified in Attachment 1 of this RFQ document. The Purchaser reserves the right to make minor changes in the location/s for delivery within the district concerned either before the award of a contract or post contract award but prior to delivery. If required, the delivery time may be subject to adjustment through agreement between the Purchaser and the Supplier.
- d) Supplier must include a unit rate in the required columns of each Supply and Delivery Schedule. Supplier may indicate zero (0) or not applicable (NA) for items that are not priced separately (e.g. transportation) but included

in the total price.. Failure to completely fill in the Supply and Delivery Schedule may lead to rejection of the quotation(s)

- e) 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. Your quotation will not be considered further, if **Form of Quotation** is not duly filled and signed.
- f) You shall submit the **Form of Quotation** in accordance with provisions provided at www.hptenders.gov.in.
- g) Your quotation(s) should be valid for a period of **90 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.
- h) The Purchaser reserves the right to vary the quantities of purchase by (+/-) 25% of the quantities stated in the Supply and Delivery Schedule at the same unit rates.
- i) To assist potential bidder's in preparing their quotations and providing necessary clarifications on bidder's queries, a Pre-Bid Meeting is scheduled to be held in the office of the Project Director (at the Purchaser's Address indicated below) on **20/10/2022 at 1100 Hours**. Bidders may, at their discretion, choose to participate in the Pre-Bid Meeting. Bidder must carry their authorization letter for attending the pre-bid meeting. Further only one participant per firm is allowed for the pre-bid meeting.

Submission and Opening

- a) Your duly signed and stamped **Form of Quotation** with the priced **Supply and Delivery Schedule** and the required documents may be submitted electronically in accordance with provisions provided at www.hptenders.gov.in. on or before the closing date and time **10/11/2022 up to 1100 Hours IST**.
- b) For electronic submission of Form of Quotation and documents, a valid **Digital Signature Certificate (DSC)** issued by competent authority is an essential requirement for bidder. For more details, bidder may refer www.hptenders.gov.in
- c) Purchaser's Address : The Project Director
Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project
Department of Horticulture, Navbahar, Shimla, Himachal Pradesh 171002
Telephone : +91 177 2842390/ 2841120
Email : pmuhpshiva@gmail.com
- d) Quotations shall be opened (i) in public, in the presence of participating suppliers' representatives who choose to attend, on **immediately after the RFQ/bid submission deadline** in the office of the Project Director

Evaluation and Comparison

- a) 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**;

- b) 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.
 - (iii) If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- c) 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;
- d) The successful Supplier shall sign the **Contract** governed by the **Terms and Conditions**. In addition to the quoted price, the contract price shall include Goods and Services Tax (GST), if applicable, in India.

5. Further information can be obtained from:

Name : Dr. Deepak Gupta, Procurement Manager /Dr. Manoj Sharma, Asstt.
Procurement Manager
Address : Department of Horticulture, Navbahar, Shimla, H.P. 171002
Telephone : +91 9418001093, +91 9418434963
Fax : 0177-2842389
E-mail : gupta.deepak1768@yahoo.com with cc to manojsharma3006@gmail.com

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under [ADB's Anticorruption Policy](#)(1998, as amended to date), 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.
8. 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: _____

9. You/your firm, 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:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Project Director (HPSHIVA)
Himachal Pradesh

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

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

Attachment 1
SUPPLY AND DELIVERY SCHEDULE
(For each Lot, delivery is required as per the delivery schedule date(s) indicated)

LOT 1 (Bhagwa-Bilaspur)
Pomegranate (*Punica granatum*) variety Bhagwa

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	32380				Location: Tihri , Jhandutta, Distt. Bilaspur, H.P. Start Date: 15 July 2023
Total	32380				

(Note: Bidders are advised to use a uniform average transportation rate per LOT for the cost in the transportation column)

LOT 2 (Bhagwa-Hamirpur)
Pomegranate (*Punica granatum*) variety Bhagwa

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	15512				Location: Lafran , Bijhar, Distt. Hamirpur, H.P. Start Date: 15 July 2023
Nos	10336				Location: Beri-1 , Sujanpur, Distt. Hamirpur, H.P. Start Date: 15 July 2023
Nos	14215				Location: Kheri , Sujanpur, Distt. Hamirpur, H.P. Start Date: 15 July 2023
Nos	9643				Location: Sachuin , Bamsan, Distt. Hamirpur, H.P. Start Date: 1 Feb 2023
Total	49706				

(Note: Bidders are advised to use a uniform average transportation rate per LOT for the cost in the transportation column)

LOT 3 (Bhagwa-Mandi)
Pomegranate (*Punica granatum*) variety Bhagwa

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	14499				Location: Matour Tanda, Gopalpur, Distt. Mandi, H.P. Start Date: 15 July 2023
Nos	8337				Location: Sulpur, Gopalpur, Distt. Mandi, H.P. Start Date: 1 Feb 2023
Total	22836				

(Note: Bidders are advised to use a uniform average transportation rate per LOT for the cost in the transportation column)

LOT 4 (Bhagwa-Una)
Pomegranate (*Punica granatum*) variety Bhagwa

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	30373				Location: Thana Khurd, Bangana, Distt. Una, H.P. Start Date: 15 July 2023
Nos	9721				Location: Dobar, Bangana, Distt. Una, H.P. Start Date: 15 July 2023
Nos	10121				Location: Dulheri, Bangana, Distt. Una, H.P. Start Date: 1 Feb 2023
Total	50215				

(Note: Bidders are advised to use a uniform average transportation rate per LOT for the cost in the transportation column)

Attachment 2

TECHNICAL SPECIFICATIONS

Sr. No	Fruit Crop	Type of Planting Material	Rootstock Used	Quality Parameters			
				Height of Bud/ Graft union, in cms	Plant Girth, in cms	Plant Height, in cms	Others
1	Pomegranate (<i>Punica granatum</i>)	Tissue Cultured	-	-	More than 0.75	>30 for tissue culture plants	<ul style="list-style-type: none"> ✓ Plants should be raised in polytubes/ polybags /containers/ root trainers with good tolerance to pests and diseases and free from suckers. Plants should be free from any insect pest and disease like bacterial wilt, nematodes etc. ✓ Tissue cultured plants required to avoid bacterial wilt. ✓ Root length not less than 15 cm and root numbers shall not be less than 20. ✓ Age of plants 1-2years with uniform size and shape

Signature of Bidder _____

FORM OF QUOTATION (To be uploaded along with price bid in the <https://hptenders.gov.in>)
(Plant Material)
Pomegranate

Date: _____

To:
The Project Director,
Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project: Project Readiness Financing Project(HP-SHIVA PRF)
Department of Horticulture,
Navbahar, Shimla, H.P. 171002

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(Attachment 1)** and the **Technical Specifications (Attachment 2)** accompanying this Quotation for the Contract Price of:

Lot 1 _____ [amount in words and figures.....]

Lot 2 _____ [amount in words and figures.....]

Lot 3 _____ [amount in words and figures.....]

Lot 4 _____ [amount in words and figures.....]

Note: Bidder to only fill up price details for the Lots for which quotation is submitted

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[M/s_____] offer to supply and deliver the goods [Pomegranate-_____
_____Var_____Nos.(INR_____)]

Attached is the Contract with accepted Contract Price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt.

[Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the contract price i.e. INR_____, either in the form of **Fixed Deposit Receipt (FDR) or unconditional Bank Guarantee (BG) in favor of "The Project Director, H.P. Subtropical Horticulture, Irrigation and Value Addition Project"] valid up to 60 days beyond the complete contractual obligations.**

Name of Purchaser : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Date : _____

CONTRACT

Name of Country: India

Project Name: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project: (HP-SHIVA)

Name of Contract: _____

Contract Number: _____

This Contract is entered into on __[date]__ day of __[month]__, __[year]__, between the Department of Horticulture, Government of H.P. (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 [Citrus-Sweet Oranges varieties :Hamlin, Natal, Westin, Pera, Valencia, Jaffa, Blood Red] variety to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation for Lot Noby 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 priced **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 India on the date indicated above.

Signature and seal of the Purchaser:

For and on behalf of

Signature and seal of the Supplier:

For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project: (HP-SHIVA)

Purchaser: Department of Horticulture, H.P.

Package No. _____

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 the planting material of [Citrus-Sweet Oranges variety(xxxx +xxxx additional)]that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, i.e. Department of Horticulture, H.P..
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose RFQ/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 India.

3. Language

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

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 the schedule indicated in the **Supply and Delivery Schedule but not exceeding three (3) months from start date/ supply order for July delivery schedule and two (2) months for February delivery schedule.** The inspection of the plant material will be conducted by a team of technical officers of Department of Horticulture, H.P. before plantation in the subproject sites.

8. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters
- (d) Supplier confirms compliance with above specifications.

9. Delivery and Documents

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

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) proof of true-to-type planting material from the Competent Authority;
- (c) certificate of origin;
- (d) **manufacturer's or supplier's warranty certificate (not applicable in case of planting material).**

If goods are coming by courier or transportation, the supplier shall also provide prior to delivery, copies of documents that will enable the 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) 10% within 14 days of signing the contract. Payment shall be made upon presentation by the Supplier of verifiable proof of availability of goods ready for shipment/delivery.
- (b) 80% within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract including the required documents; and
- (c) 10% within 14 days upon submission of the Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser **(not applicable in case of planting material)**

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by Purchaser.

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 and Conciliation Act, 1996.

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 the 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