



**DEPARTMENT OF HORTICULTURE, GOVERNMENT OF HIMACHAL PRADESH**

## **REQUEST FOR QUOTATIONS – SUPPLY of GOODS**

**Horticulture Input (Mulch sheet) –G01A for District Bilaspur,  
Hamirpur, Kangra, Mandi, Solan, Sirmour and Una – Himachal  
Pradesh**

**HIMACHAL PRADESH SUBTROPICAL HORTICULTURE, IRRIGATION AND  
VALUE ADDITION PROJECT: HPSHIVA  
LOAN NUMBER: 4291-IND**

**July, 2024**

# REQUEST FOR QUOTATION–HORTICULTURE INPUTS (RFQ-HI)-G01A

Project Title : Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition (HPSHIVA )Project

Source of Funding : Asian Development Bank

Project Ref No. : DOH-HORTICULTURE INPUTS – G01A Mulch Sheet

Date of Issue of Request: 31<sup>st</sup> July, 2024

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:

Lot No.	Item	District
1	Mulch Sheet	Bilaspur
2	Mulch Sheet	Bilaspur
3	Mulch Sheet	Kangra
4	Mulch Sheet	Mandi
5	Mulch Sheet	Solan, Sirmour, Una

**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.**

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. 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) and a bid security of INR 2,50,000 for each lot, in the shape of Fixed Deposit Receipt (FDR) in favor of Project Director, HPSHIVA Project, DoH. **The scan copy of the DD and FDR have to be uploaded in the <https://hptenders.gov.in> along with the quotation document. The original**

**RFQ Document cost/DD along with original FDR has to be submitted in the office of the Project Director, HPSHIVA Project, Himachal Pradesh , Shimla- 171 002 on or before the last date of submission of the RFQ i.e. 29/08/2024 up to 1600 Hours.**

- b) Supplier must be an authorized dealer of the items covered under this **Request for Quotation** (RFQ) and, as evidence, you must also attach following:

- (i) Certificate of Authorization for Authorized dealer;  
(ii) proof of you/your firms experience as a supplier in multiple contracts(Public/ Private) in any one year during last 3 years ( FY 2021-22, FY 2022-23 & FY 2023-24) from bid submission deadline of following quantities:

Description	Lot	Quantities	Unit
Mulch Sheet	Lot 1	2,38,000	Rmt
	Lot 2	2,55,000	Rmt
	Lot 3	5,22,000	Rmt
	Lot 4	4,84,000	Rmt
	Lot 5	3,83,000	Rmt

Supply order along with bills to be submitted to meet the requirement.

In case any firm want to participate in more than one lot, the quantities of respective lots shall be added together and firm shall submit proof of experience for cumulative quantities of respective lots added together.

- (iii) GST Registration certificate  
(iv) Copy of Manufacturer's license  
(v) Copy of sale license  
(vi) Copy of Registration with Bureau of Indian Standard for registration of the product, as applicable
- c) In case of imported material, proof of import permission from the Competent Authority should be attached and the interested bidders from countries other than India is required to supply the desired material through an Indian joint venture/ agent/ counterpart.
- d) The supplier must ensure the conformity of items being supplied with the technical specification prescribed in this RFQ (Attachment II)
- e) Random sampling for testing of material shall be done during process of procurement of materials. Testing fees will be borne by the supplier.
- f) Attachment 2- Technical Specification mentioning details of material to be supplied must be submitted.

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 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.
- 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 the **Form of Quotation** in accordance with provisions provided at [www.hptenders.gov.in](http://www.hptenders.gov.in). 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) Your quotation(s) should be valid for a period of **120 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.
- g) 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.
- h) **Supply of material will depend upon the preparedness for plantation in the clusters and accordingly delivery can be rescheduled.**
- 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 **09/08/2024 at 1100 Hours**. Bidders may, at their discretion, choose to participate in 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](http://www.hptenders.gov.in). on or before the closing date and time **29/08/2024 up to 1600 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](http://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 2990231/ 2920173  
Email : [pmuhpshiva@gmail.com](mailto:pmuhpshiva@gmail.com)
- d) Quotations shall be opened on line through [www.hptenders.gov.in](http://www.hptenders.gov.in) 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, omissions 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.
  - (iv) In case of any discrepancy in rates filled in supply & delivery schedule and BOQ, the rates mentioned in BOQ will govern.

#### 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), as 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](mailto:gupta.deepak1768@yahoo.com) with cc to  
[manojsharma3006@gmail.com](mailto: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):<sup>1</sup>
  - (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:<sup>2</sup>

- (a) Nature of the offense/violation: \_\_\_\_\_
- (b) Court/Area of jurisdiction: \_\_\_\_\_
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_

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<sup>1</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

(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

**Attachment 1**  
**SUPPLY AND DELIVERY SCHEDULE**  
Description: Horticulture Input- Mulch Sheet

**Lot 1- Bilaspur**

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1	Mulch sheet in LOT 1 Bilaspur					
<b>15 Oct 2024 onwards</b>						
1.01	Lower Lanjtha, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	12500	RMT			
1.02	Dehra, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	33330	RMT			
1.03	Chharal Daloili, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	46762	RMT			
1.04	Chhiber, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	26664	RMT			
1.05	Mehrikathla, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	36896	RMT			
1.06	Nalti Parnal, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	17365	RMT			



Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.07	Kasol Balh, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	23270	RMT			
1.08	Kasol, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	49995	RMT			
1.09	Kasol Kanjeen, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct. 2024	13732	RMT			
1.1	Sandhyar Ka Krangoda, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	16665	RMT			
1.11	Salnu, DB Sadar, District Bilaspur, HP Dated: 15 Oct. 2024	33330	RMT			
1.12	Tihri, DB Jhandutta, District Bilaspur, HP Dated: 15 Oct. 2024	26664	RMT			
1.13	Balhsinha, DB Jhandutta, District Bilaspur, HP Dated: 15 Oct. 2024	19998	RMT			
1.14	Fagog, DB Jhandutta, District Bilaspur, HP Dated: 15 Oct. 2024	33330	RMT			
1.15	Ghattewal, DB Swarghat, District Bilaspur, HP Dated: 15 Oct. 2024	33330	RMT			
<b>15 April 2025 onwards</b>						
1.16	Talwara - 2, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	42231	RMT			
1.17	Dehra, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	19677	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.18	Chharal Daloli, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	14196	RMT			
1.19	Chhiber, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	26626	RMT			
1.2	Nalti Parnal, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	7968	RMT			
1.21	Kasol, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	15098	RMT			
1.22	Kasol Kanjeen, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	6925	RMT			
1.23	Kathalag droun, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	68544	RMT			
1.24	Karot, DB Sadar, District Bilaspur, HP Dated: 15 April 2025	36394	RMT			
1.25	Kotlu, DB Sadar, District Bilaspur, HP Dated: 15 April 2025	44089	RMT			
1.26	Tihri, DB Jhandutta, District Bilaspur, HP Dated: 15 April 2025	43146	RMT			
1.27	Fagog, DB Jhandutta, District Bilaspur, HP Dated: 15 April 2025	39438	RMT			
1.28	Fagog Banjholi, DB Jhandutta, District Bilaspur, HP Dated: 15 April 2025	37747	RMT			
1.29	Bassi, DB Swarghat, District Bilaspur, HP Dated: 15 April 2025	41478	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.3	Dulhet-2, DB Swarghat, District Bilaspur, HP Dated: 15 April 2025	98713	RMT			
	<b>Total</b>	<b>966101</b>				

### Lot 2- Hamirpur

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1	<b>Mulch sheet in LOT 2 Hamirpur</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Parol, DB Bamsan, District Hamirpur, HP Dated: 15 Oct. 2024	18998	RMT			
1.02	Jol, DB Bamsan, District Hamirpur, HP Dated: 15 Oct. 2024	34063	RMT			
1.03	Kalwal, DB Bijhari, District Hamirpur, HP Dated: 15 Oct. 2024	49165	RMT			
1.04	Bakarti, DB Hamirpur, District Hamirpur, HP Dated: 15 Oct. 2024	29230	RMT			
1.05	Branda, DB Hamirpur District Hamirpur, HP Dated: 15 Oct. 2024	18998	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.06	Sadhwan, DB Nadaun, District Hamirpur, HP Dated: 15 Oct. 2024	25845	RMT			
1.07	Kushiar, DB Nadaun, District Hamirpur, HP Dated: 15 Oct. 2024	45850	RMT			
1.08	Baag Bharmoti, DB Nadaun, District Hamirpur, HP Dated: 15 Oct. 2024	16950	RMT			
1.09	Manjhot, DB Nadaun, District Hamirpur, HP Dated: 15 Oct. 2024	21031	RMT			
<b>15 April 2025 onwards</b>						
1.1	Lambagram / Palasi at Jhinhkari, DB Bhoranj, District Hamirpur, HP Dated: 15 April. 2025	60556	RMT			
1.11	Lagmanwin, DB Bhoranj, District Hamirpur, HP Dated: 15 April. 2025	22989	RMT			
1.12	Bhalat, DB Bijhari, District Hamirpur, HP Dated: 15 April. 2025	38392	RMT			
1.13	Lafran, DB Bijhari, District Hamirpur, HP Dated: 15 April. 2025	43202	RMT			
1.14	Haar, DB Hamirpur, District Hamirpur, HP Dated: 15 April 2025	49635	RMT			
1.15	Jangal ropa, DB Hamirpur, District Hamirpur, HP Dated: 15 April 2025	73957	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.16	Choru (Bhoo-I) , DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	17323	RMT			
1.17	Bhabran 1, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	37403	RMT			
1.18	Bhabran 2, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	42996	RMT			
1.19	Kashmir, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	22320	RMT			
1.2	Lohardha, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	16641	RMT			
1.21	Rail, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	17419	RMT			
1.22	Pansai, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	188079	RMT			
1.23	Sai Lower, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	63421	RMT			
1.24	Tung (Baloh) , DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	40476	RMT			
1.25	Kudana, DB Sujanpur, District Hamirpur, HP Dated: 15 April. 2025	23098	RMT			
	<b>Total</b>	<b>1018037</b>				

### Lot 3- Kangra

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1	<b>Mulch sheet in LOT 3 Kangra</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Odri, DB Lambagaon, District Kangra, HP Dated: 15 Oct. 2024	21731	RMT			
1.02	Dheera, DB Sullah, District Kangra, HP Dated: 15 Oct. 2024	33330	RMT			
1.03	Bhatera Bassa, DB Dehra, District Kangra, HP Dated: 15 Oct. 2024	16198	RMT			
1.04	Bhatoli Pokhrian, DB Dehra, District Kangra, HP Dated: 15 Oct. 2024	31230	RMT			
<b>15 April 2025 onwards</b>						
1.05	Thandol-1, DB Bhawarna, District Kangra, HP Dated: 15 April 2025	53168	RMT			
1.06	Chartkhola, DB Bhawarna, District Kangra, HP Dated: 15 April 2025	42225	RMT			
1.07	Sidhpur Sarkari, DB Bhawarna, District Kangra, HP Dated: 15 April 2025	86335	RMT			
1.08	Thanpal/Chambi, DB Lambagaon, District Kangra, HP Dated: 15 April 2025	24451	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.09	Banuri, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	25748	RMT			
1.1	Trehal, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	27397	RMT			
1.11	Agozar, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	13430	RMT			
1.12	Ladoh 2, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	18414	RMT			
1.13	Chainchadi- Kuthera, DB Sullah, District Kangra, HP Dated: 15 April 2025	16636	RMT			
1.14	Purba, DB Sullah, District Kangra, HP Dated: 15 April 2025	47854	RMT			
1.15	Dheera, DB Sullah, District Kangra, HP Dated: 15 April 2025	41556	RMT			
1.16	Gagal Khas, DB Sullah, District Kangra, HP Dated: 15 April 2025	33330	RMT			
1.17	Chah (Chandar) , DB Sullah, District Kangra, HP Dated: 15 April 2025	121997	RMT			
1.18	Jakhota, DB Dehra, District Kangra, HP Dated: 15 April 2025	718402	RMT			
1.19	Bhatera Bassa, DB Dehra, District Kangra, HP Dated: 15 April 2025	30142	RMT			
1.2	Dhanot, DB Dehra, District Kangra, HP Dated: 15 April 2025	680651	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
	<b>Total</b>	<b>2084225</b>				

**Lot 4- Mandi**

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1	<b>Mulch sheet in LOT 4 Mandi</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Dhelu (Har), DB Chauntra, District Mandi, HP Dated: 15 Oct. 2024	31364	RMT			
1.02	Dol, DB Chauntra, District Mandi, HP Dated: 15 Oct. 2024	49500	RMT			
1.03	Bahn, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	16665	RMT			
1.04	Mannu Dhar(Joh) , DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	24505	RMT			
1.05	Chakyana, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	8665	RMT			



Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.06	Barota, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	10836	RMT			
1.07	Upper Bairi, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	13799	RMT			
1.08	Lalana, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	14999	RMT			
1.09	Aarli Paryal, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	12872	RMT			
1.1	Lower (Nichali) Bairi, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	26938	RMT			
1.11	Dhardi 1, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	16665	RMT			
1.12	Banwaar Kalaan, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	23801	RMT			
1.13	Chunighat, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	30064	RMT			
1.14	Harnayal, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	29147	RMT			
1.15	Satrehar, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	21527	RMT			
1.16	Bharatpur (Bharouri) , DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	3498	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.17	Chhapanu, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	9999	RMT			
1.18	Dhardi-2, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	7283	RMT			
1.19	Ghanswai, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	6923	RMT			
1.2	Balhara 1 & 2, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	16665	RMT			
1.21	Taroon, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	21527	RMT			
1.22	Bhaleu - Koot, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	12335	RMT			
1.23	Parli Paryal, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	13332	RMT			
1.24	Gorat, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	40841	RMT			
1.25	Pakhdol, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	14483	RMT			
1.26	Sakrai Dhar, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	17867	RMT			
1.27	Richhali, DB Dharampur, District Mandi, HP Dated: 15 Oct. 2024	42694	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.28	Batail 2, DB Gopalpur, District Mandi, HP Dated: 15 Oct. 2024	30418	RMT			
1.29	Dhaniyara, DB Drang/ Sadar, District Mandi, HP Dated: 15 Oct. 2024	25000	RMT			
1.3	Binol, DB Drang/ Sadar, District Mandi, HP Dated: 15 Oct. 2024	17378	RMT			
1.31	Baragaon, DB Drang/ Sadar, District Mandi, HP Dated: 15 Oct. 2024	41064	RMT			
1.32	Dharwahan-II (Sehal) DB Gohar/ Balh, District Mandi, HP Dated: 15 Oct. 2024	33330	RMT			
<b>15 April 2025 onwards</b>						
1.33	Sherpur I DB Dharampur, District Mandi, HP Dated: 15 April. 2025	1739	RMT			
1.34	Dhwali DB Dharampur, District Mandi, HP Dated: 15 April. 2025	16665	RMT			
1.35	Banerdi-2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	18668	RMT			
1.36	Galloo (Chanouta) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	17156	RMT			
1.37	Siram (Sarskan) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	29997	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.38	Seoh (Balh) Nichla R DB Dharampur, District Mandi, HP Dated: 15 April. 2025	70166	RMT			
1.39	Tikkar Chanyar DB Dharampur, District Mandi, HP Dated: 15 April. 2025	36276	RMT			
1.4	Digho-Baglana (Karyal) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	7086	RMT			
1.41	Patti (Kot) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	20130	RMT			
1.42	Kharoh (Kalerka) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	53529	RMT			
1.43	Dhalara-1 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	11098	RMT			
1.44	Dhalara 2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	28985	RMT			
1.45	Pehad DB Dharampur, District Mandi, HP Dated: 15 April. 2025	23293	RMT			
1.46	Manyoh- Lambri DB Dharampur, District Mandi, HP Dated: 15 April. 2025	64830	RMT			
1.47	Dhardi 1 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	5000	RMT			
1.48	Darwaar DB Dharampur, District Mandi, HP Dated: 15 April. 2025	28501	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.49	Tarohla DB Dharampur, District Mandi, HP Dated: 15 April. 2025	22483	RMT			
1.5	Churu ra Balh DB Dharampur, District Mandi, HP Dated: 15 April. 2025	66255	RMT			
1.51	Balhara 1 & 2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	13332	RMT			
1.52	Lahsni DB Dharampur, District Mandi, HP Dated: 15 April. 2025	3333	RMT			
1.53	Kanohi DB Dharampur, District Mandi, HP Dated: 15 April. 2025	6666	RMT			
1.54	Senela DB Dharampur, District Mandi, HP Dated: 15 April. 2025	12732	RMT			
1.55	Seoh-2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	62476	RMT			
1.56	Kumahrda DB Dharampur, District Mandi, HP Dated: 15 April. 2025	35457	RMT			
1.57	Kumahrda 2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	25553	RMT			
1.58	Chhater DB Dharampur, District Mandi, HP Dated: 15 April. 2025	36187	RMT			
1.59	Skohta DB Dharampur, District Mandi, HP Dated: 15 April. 2025	9999	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.6	Didnu - Riyur DB Dharampur, District Mandi, HP Dated: 15 April. 2025	17322	RMT			
1.61	Thouna/Dhalait, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	22614	RMT			
1.62	Bhadarwar Khobla, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	36729	RMT			
1.63	Rashed, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	32487	RMT			
1.64	Dhar, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	13214	RMT			
1.65	Bhambhla-I, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	43148	RMT			
1.66	Ghadhyani, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	20784	RMT			
1.67	Barchwar, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	32727	RMT			
1.68	Mataur Tanda 2, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	39497	RMT			
1.69	Bahi, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	29021	RMT			
1.7	Batial-1, DB Gopalpur, District Mandi, HP Dated: 15 April 2025	49309	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.71	Latogali, DB Gohar/ Balh, District Mandi, HP Dated: 15 April 2025	64923	RMT			
1.72	Manjhagan Chudara, DB Gohar/ Balh, District Mandi, HP Dated: 15 April 2025	71397	RMT			
1.73	Brikhmani, DB Gohar/ Balh, District Mandi, HP Dated: 15 April 2025	14403	RMT			
1.74	Darvehad, DB Gohar/ Balh, District Mandi, HP Dated: 15 April 2025	3330	RMT			
1.75	Manjhog Dhaniut, DB Gohar/ Balh, District Mandi, HP Dated: 15 April 2025	1656	RMT			
1.76	Bagga Chalog, DB Gohar/ Balh, District Mandi, HP Dated: 15 April 2025	19079	RMT			
1.77	Dharwahan-II Sehal, DB Gohar/ Balh, District Mandi, HP Dated: 15 April 2025	21307	RMT			
	<b>Total</b>	1946523				

**LOT 5 Solan, Sirmour and Una**

<b>Sl.No.</b>	<b>Item Description, Delivery Location and Tentative Delivery Schedule</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price (INR) as delivered to Site with tax</b>	<b>Unit Transportation Price (INR) as delivered to Site with tax</b>	<b>TOTAL AMOUNT with transportation (INR) including GST and all tax</b>
1.00	<b>Mulch sheet in LOT 5 Solan, Sirmour and Una</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Ser-Delag, DB Kunihar, District Solan, HP Dated: 15 Oct. 2024	38963	RMT			
1.02	Batiakh, DB Nalagarh, District Solan, HP Dated: 15 Oct. 2024	47305	RMT			
1.03	Bajari 1 & 2, DB Nahan, District Sirmour, HP Dated: 15 Oct. 2024	39402	RMT			
1.04	Judag, DB Nahan, District Sirmour, HP Dated: 15 Oct. 2024	19331	RMT			
1.05	Khara, DB Paonta Sahib, District Sirmour, HP Dated: 15 Oct. 2024	20198	RMT			
1.06	Killour, DB Paonta Sahib, District Sirmour, HP Dated: 15 Oct. 2024	33330	RMT			
1.07	Sanhal, DB Bangana, District Una, HP Dated: 15 Oct. 2024	41933	RMT			



Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.08	Boul, DB Bangana, District Una, HP Dated: 15 Oct. 2024	54828	RMT			
1.09	Boul - 2, DB Bangana, District Una, HP Dated: 15 Oct. 2024	33330	RMT			
1.10	Handola, DB Bangana, District Una, HP Dated: 15 Oct. 2024	19490	RMT			
<b>15 April 2025 onwards</b>						
1.11	Chunad, DB Kunihar, District Solan, HP Dated: 15 April 2025	52739	RMT			
1.12	Daseran, DB Kunihar, District Solan, HP Dated: 15 April 2025	111523	RMT			
1.13	Datti, DB Kunihar, District Solan, HP Dated: 15 April 2025	34381	RMT			
1.14	Giana, DB Kunihar, District Solan, HP Dated: 15 April 2025	30770	RMT			
1.15	Jailang, DB Kunihar, District Solan, HP Dated: 15 April 2025	29994	RMT			
1.16	Pajeena, DB Kunihar, District Solan, HP Dated: 15 April 2025	44867	RMT			
1.17	Sai, DB Kunihar, District Solan, HP Dated: 15 April 2025	22453	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.18	Beli khol , DB Nalagarh, District Solan, HP Dated: 15 April 2025	71779	RMT			
1.19	Palli, DB Nalagarh, District Solan, HP Dated: 15 April 2025	37237	RMT			
1.20	Sour, DB Nalagarh, District Solan, HP Dated: 15 April 2025	120478	RMT			
1.21	Bhogpur, DB Nahan, District Sirmour, HP Dated: 15 April 2025	28300	RMT			
1.22	Budriyon, DB Nahan, District Sirmour, HP Dated: 15 April 2025	50326	RMT			
1.23	Dungi Sher, DB Nahan, District Sirmour, HP Dated: 15 April 2025	19677	RMT			
1.24	Goant, DB Nahan, District Sirmour, HP Dated: 15 April 2025	26654	RMT			
1.25	Kherichandan 1, DB Nahan, District Sirmour, HP Dated: 15 April 2025	44690	RMT			
1.26	Rama, DB Nahan, District Sirmour, HP Dated: 15 April 2025	22923	RMT			
1.27	Fatehpur, DB Paonta sahib, District Sirmour, HP Dated: 15 April 2025	18711	RMT			
1.28	Nalwari, DB Bangana, District Una, HP Dated: 15 April 2025	112255	RMT			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.29	Dumkhar, DB Bangana, District Una, HP Dated: 15 April 2025	29630	RMT			
1.30	Dulehri, DB Bangana, District Una, HP Dated: 15 April 2025	27032	RMT			
1.31	Thana Khurd, DB Bangana, District Una, HP Dated: 15 April 2025	87787	RMT			
1.32	Chadoli, DB Bangana, District Una, HP Dated: 15 April 2025	65593	RMT			
1.33	Dobad, DB Bangana, District Una, HP Dated: 15 April 2025	29169	RMT			
1.34	Muchali, DB Bangana, District Una, HP Dated: 15 April 2025	70815	RMT			
	<b>Total</b>	<b>1537893</b>				

## Attachment II

### Technical Specifications

Horticulture inputs are to be purchased and supplied in 7 districts under Himachal Pradesh Subtropical Horticulture, irrigation and Value Addition Project (HPSHIVA) for applying in plantation of fruit crops and after care activities in the orchards.

The Item wise specifications are mentioned below: -

S. No.	Item	Specifications	Desired Commodity Packaging	Brand Name <sup>2</sup>
1	Mulch Sheet	<p>Mulch sheet shall conform to requirements of BIS 17216</p> <p>Material - Plastic            Width -1.2 mtr            Thickness -100 micron,            Density -100gsm,            Lifespan - At least three years, UV Stabilized            Colour - Silver on black or white            On black, Must have reflecting properties good for plant growth            Batch number, thickness in micron, Brand name and BIS stamp at every 1 mtr</p>	200 to 300 mtr. Roll	

Signature of Bidder \_\_\_\_\_

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<sup>2</sup> Bidder to provide this information

**FORM OF QUOTATION (Horticulture Inputs)**  
**(MANDATORY SUBMISSION)**

\_\_\_\_\_ (Date)

To:  
The Project Director,  
Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project  
Department of Horticulture,  
Navbahar, Shimla, Himachal Pradesh 171002

We offer to execute the \_\_\_\_\_ [name and number of Contract]  
in accordance with the **Contract Terms and Conditions, Supply and Delivery Schedule(Attachment 1)** and the  
**Technical Specifications (Attachment 2)** accompanying this Quotation for the Contract Price of:

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

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)

Lot 5: \_\_\_\_\_  
(amount in words and figures)

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 [xxxx-\_\_\_\_\_]Nos./ Qty. (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 **1 year beyond the complete contractual obligations. The Performance Security shall be released after completion of Defect liability/ warranty period of 1 year**

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 Himachal Pradesh (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 horticulture inputs Mulch Sheet 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 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.

\_\_\_\_\_  
Name of Authorized Representative  
**Signature and seal of the Supplier:**  
For and on behalf of

**Signature and seal of the Purchaser:**  
For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative



## **CONTRACT TERMS AND CONDITIONS**

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

**Purchaser:** Department of Horticulture, Himachal Pradesh

**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 horticulture inputs Urea / Water Soluble Phosphorus/ Water Soluble Potassium/Neem cake/ COC/ Cyantraniliprole/ Spinosad/ Mulch Sheet] 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, Himachal Pradesh.
- (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 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 schedule indicated in the **Supply and Delivery Schedule** but not exceeding three months from the date of signing of contract. A pre-dispatch inspection will be conducted by a team of technical officers of Department of Horticulture, Himachal Pradesh before the dispatch of the Goods.

7.2 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.

7.3 Supply of material will depend upon the preparedness of plantation in the clusters and accordingly delivery can be rescheduled.

7.4 Contract period will be 12 months.

**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, 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 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 and acceptance 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. The date of manufacturing of the goods should not be more than 3 months at the time of pre dispatch inspection.

**13. Defects**

- 13.1 Any manufacturing defect observed after delivery of material till warranty period shall be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by Purchaser.
- 13.2 If defect are not repairable, the goods supplied will be replaced without any extra cost to 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 Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

**20. Health and Safety**

20.1 The Supplier shall comply with the relevant government regulations and guidelines on COVID-19 prevention and or in the absence thereof, to international good practice guidelines such as World Health Organization. 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: <https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19>