



Department of Horticulture
Himachal Pradesh

No.:19-27 (HPSHIVA-IFB-Tender-G5)/2021-22

Dated: 17th March 2022

Request for Quotation (RFQ)

17 MAR 2022

INVITATION FOR BIDS (IFB)

Online bids are invited under Himachal Pradesh Subtropical Horticulture, Irrigation & Value Addition Project (HPSHIVA) on behalf of Govt. of Himachal Pradesh for the procurement of "Office equipment and PMU field equipment" from the interested and eligible suppliers under G5 contract package of HPSHIVA PRF as per following details: -

Sr. No.	Item / Lot	Unit	Estimated Quantity
1.	Lot 1 – Desktop (All in one)	Nos	10
2.	Lot 2 – Printer, Scanner and Copier (Colour)	Nos	4

Key Dates:

- Date of online publication of RFQ Notice: 17th March 2022
- The detailed Request for Quotations (RFQ) document for above mentioned items can be downloaded from <http://hptender.gov.in>. and [http:// eUdyan.hp.gov.in](http://eUdyan.hp.gov.in)
- RFQ document download start and end date: 17th March to 6th April 2022, 13:00 Hours.
- Date and time of bid submission: 18th March 2022 to 6th April 2022, 13:00 Hours.
- Date and time of bid opening: 6th April 2022, 14:00 Hours in the presence of Bidders' representatives who choose to attend.

Other details:

- The undersigned reserves the right to reject one or all bids without assigning any reason what so ever.
- Other details can be seen in RFQ Document. The officer inviting tender shall not be held liable for any delays due to system failure beyond his control.

Director of Horticulture
Himachal Pradesh
Ph: 0177-2842390, 2841120
E mail: pmuhpshiva@gmail.com



DEPARTMENT OF HORTICULTURE, GOVERNMENT OF HIMACHAL PRADESH

**REQUEST FOR QUOTATIONS
– SUPPLY of GOODS**

OFFICE EQUIPMENT AND PMU FIELD EQUIPMENT

**“HIMACHAL PRADESH SUBTROPICAL HORTICULTURE, IRRIGATION AND
VALUE ADDITION PROJECT: PROJECT READINESS FINANCING
PROJECT
(HP-SHIVA PRF)”**

PROJECT NUMBER: IND-6036

MARCH, 2022

**REQUEST FOR QUOTATION
OFFICE EQUIPMENT AND PMU FIELD EQUIPMENT
(RFQ III- G5)**

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

Source of Funding : Asian Development Bank

Contract Ref : _____ Date of Issue of Request:

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 1–Desktop (All in one)

Lot 2–Printer, Scanner and Copier (Colour)

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Requirements and 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) Supplier must be original manufacturer or authorized dealer of the items covered by this **Request for Quotation**(RFQ) and, as evidence, supplier must also attach

- (i) Certificate of Authorization from the manufacturer and/or documentary evidence of Authorized Dealership of the manufacturer;
- (ii) Proof of you/your firm's experience as a supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
- (iii) Copy of PAN
- (iv) Copy of GST Registration certificate
- (v) Copy of Manufacturer's license (to be provided if available with the bidder and which may be requested subsequently by the Purchaser if not immediately available)
- (vi) Copy of Bidder's sale license.

- b) The bidder is required to submit the cost of RFQ document Rs. 1000/- (One thousand)

payable in the shape of DD in favour of Project Director (HPSHIVA) Shimla-2 H.P. on or before closing date (i.e. 6th April 2022, 13:00 hours), failing which the bid(s) will be declared non-responsive.

- c) In case of imported material, proof of import permission from the Competent Authority should be attached; and
 - d) The supplier must ensure the conformity of items being supplied with the technical specification prescribed in this RFQ.
4. Your quotation should be submitted in accordance with the following instructions, procedures and terms and conditions of the **Contract**.

Preparation of Quotations

- a) Your price quotation/(s) shall be for **any or all of the Lots** as described in the attached documents and to be submitted only using the attached **Form of Quotation** with the priced **Supply and Delivery Schedule (Attachment I) and Technical Specifications (Attachment II)**. The currency of quoted prices and payment shall be Indian Rupees;
- b) You are required to quote for the entire quantity of goods in a particular Lot as indicated in Attachment 1 including delivery to all locations as indicated thereof.
- c) The prices should be quoted for supply and delivery to respective location within Himachal Pradesh, as specified in Attachment 1 of this RFQ document, and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in Hindi or English language) for each item quoted. You are also required to indicate the Technical Specifications of the offered goods in Attachment II.
- d) You shall submit quotations online only as per provisions of www.hptenders.gov.in 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.**
- e) Your quotation(s) should be valid for a period of **180 days** from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.

Submission and Opening

- (a) Your Form of Quotation with the required documents may be submitted electronically in accordance with provisions provided at www.hptenders.gov.in **on or before 06.04.2022 at 13:00hours** (IST).
- (b) Quotations shall be opened (i) in public, in the presence of participating suppliers' representatives who choose to attend **06.04.2022 at 14:00 hours** (IST) at the Directorate of Horticulture, Navbahar, Shimla – 2, H.P.

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) Quotations which do not offer the full quantity of goods as indicated in Attachment 1 of this Request for Quotation including delivery to all locations as indicated will be treated as non-responsive

- c) In case of quotations which do not specifically indicate the Transportation Cost (as indicated in Attachment 1 of this Request for Quotation), such cost will be deemed to be included in the Total Price and no additional amount will be allowable for this.
- d) Quotations are required to specifically indicate the GST amount as indicated in Attachment 1 of the request for Quotation. In case of quotations which do not indicate the GST amount, such amount will be deemed to be included in the Total Price and no additional amount will be allowable for this.
- e) Evaluation will be carried out by the Purchaser Lot wise and contract awarded Lot wise.
- f) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

Award of Contract

- g) 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 for the respective individual Lots.
 - h) The Supplier whose quotation has been accepted will be notified by the Purchaser within 20 (twenty) days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser;
 - i) Purchaser reserves the right to increase or decrease the order quantity up to +/- 25% at quoted unit rates
 - j) 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 | : Mr. Manoj Sharma, Assistant Procurement Manager |
| Address | : Department of Horticulture, Navbahar, Shimla, Himachal Pradesh 171002 |
| Telephone | : 9418434963 |
| Fax | : 0177-2842389 |
| E-mail | : 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's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.
If so charged or convicted, please state details:²
- (a) Nature of the offense/violation: _____
 - (b) Court/Area of jurisdiction: _____
 - (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
 - (d) Other relevant details: _____
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,

(Purchaser)

The Project Director
Himachal Pradesh Subtropical Horticulture,
Irrigation and Value Addition Project(HPSHIVA)

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

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

Department of Horticulture, Himachal Pradesh
Navbahar, Shimla, 171002
E-Mail: pmuhpshiva@gmail.com
Tel.: +91 177 2842390/ 2841120

Attachment I– LOT 1

SUPPLY AND DELIVERY SCHEDULE

Office Equipment and PMU Field Equipment

DESKTOP(ALL IN ONE)

Items	Unit	Quantity (A)	Unit Price (B) Rs*	Goods' Cost, C = (A x B) Rs*	Transportation Cost (D) Rs*	Total Price, C + D Rs**	GST	Total Quotation Price incl GST	Location and Delivery Period
Desktop	Nos	05							PMU (HPSHIVA) Directorate of Horticulture, Navbahar, Shimla, HP Delivery: <u>Within two month</u> of award of contract
	Nos	05							PIU, Jal Shakti Vibhag, Dharampur, Distt. Mandi, HP Delivery: <u>Within two month</u> of award of contract
Total	Nos.	10							

In accordance with Purchaser's right to quantity variation under 4(i) of Request for Quotation Letter, the quantity of the items contracted for supply may vary from the quantity mentioned in the Supply and Delivery Schedule.

Attachment I– LOT 2

SUPPLY AND DELIVERY SCHEDULE

Office Equipment and PMU Field Equipment

PRINTER, SCANNER, COPIER (COLOR)

Items	Unit	Quantity (A)	Unit Price (B) Rs*	Goods' Cost, C = (A x B) Rs*	Transportation Cost (D) Rs*	Total Price, C + D Rs**	GST	Total Quotation Price incl GST	Location and Delivery Period
Printer, Scanner, Copier (Colour)	Nos	02							PMU (HPSHIVA) Directorate of Horticulture, Navbahar, Shimla, HP Delivery: Within 2 months of award of contract
	Nos	01							PIU, Jal Shakti Vibhag, Dharampur, Distt. Mandi, HP Delivery: Within 2 months of award of contract
	Nos	01							PIU, DOH, Navbahar, Shimla, HP Delivery: Within 2 months of award of contract
Total		04							

In accordance with Purchaser's right to quantity variation under 4(i) of Request for Quotation Letter, the quantity of the items contracted for supply may vary from the quantity mentioned in the Supply and Delivery Schedule.

Attachment II

Technical Requirements and Specifications

Office Equipment for PMU Field Equipment are to be supplied to as per delivery schedule for official use under the Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project (HPSHIVA). The Item-wise technical requirements and specifications of the required items are indicated herein.

Bidder is required to indicate the offered Technical Specifications in the following Attachment II Schedules and submit it along with the Price Quotation.

Attachment II – Lot 1

DESKTOP (ALL IN ONE)

S. No.	Item	Purchaser's Required Specifications	Bidder's Offered Specifications (Bidder to indicate here)
			Manufacturer: Brand and Model:
1	Operating System	64 -bit Microsoft Window10 or latest (Licensed)	
2	Processor	Core i5 10th Gen. or Higher , 4.2 GHz or Equivalent	
3	Memory	8GB DDR4 Expandable upto 32 GB	
4	Display & Graphics	23.8" with 1920x1080 FHD resolution or higher with Intel Graphic integrated	
5	Ports	1 Superspeed USB type A 5Gbps, 1 USB 3.1, 1 Headphone/ microphone Combo	
6	Expansion Slot	2M.2 (1 for SSD, 1 for WLAN)	
7	Minimum 2M. 2Slots	1M.2 for Wi-Fi, 1M2 for PCIe SSD	
8	Internal Bays	1x3.5 Bay, 1x2.5 Bay	
9	Hard drive	1TB SDD	
10	Keyboard & Mouse	Wireless of same make	
11	Software	MS Office 2019 or latest preferably with key, pre installed (Lincensed) Home & Business	
12	Wireless	Wifi and bluetooth combo	
13	Webcam	Camera with integrated dual array digital microphones	
14	Warranty	3 years For Warranty purposes, the Supplier is responsible for collection and delivery of the equipment from the Purchaser's premises	
15	Installation Support and Demonstration of Commissioning	Required at Delivery Site/s	

Attachment II – Lot 2

PRINTER SCANNER COPIER (COLOUR)

S. No.	Item	Purchaser's Required Specifications	Bidder's Offered Specifications (Bidder to indicate here)
			Manufacturer: Brand and Model:
1	Product Type	Inkjet Color Print, Scan, Copy, ADF & Wireless	
2	Print speed & Time	Atleast 11-5ppm/Black- Color(A4,ISO), 8 Sec.,10-20cpm/Color-Black (Draft) & 2-10cpm/ Color-Black(ISO)	
3	Memory	>128 MB	
4	Duty Cycle	>=1000 Pages	
5	Processor speed	1.2 GHz	
6	Top Key feature	Scan to PDF, JPG, ADF, 2.2" screen	
7	Yield	Minimum 5000 Black, 5000 Color Pages	
8	Connectivity	Dual Band Wi-Fi	
9	Scan resolution	1200ppi	
10	Media size custom	7.62x10.16 to 21.59x35.56	
11	Print quality	minimum 1200x1200dpi	
12	Copier specification	Upto99 copies,25-400%	
13	System requirement	Window OS, Mac OS	
14	Warranty	Minimum 1 year For Warranty purposes, the Supplier is responsible for collection and delivery of the equipment from the Purchaser's premises	
15	Installation Support, Demonstration & Commissioning	Required at Delivery Site/s	

**FORM OF QUOTATION
(OFFICE EQUIPMENT AND PMU FIELD EQUIPMENT)**

_____ (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, Himachal Pradesh 171002

We offer to execute the _____ [name and number of
Contract and item reference] in accordance with the **Contract Terms and Conditions** and the priced **Supply
and Delivery Schedule** accompanying this Quotation for the Contract Price of
_____ [amount in words and numbers] (_____) [name of
currency]_____. We propose to complete the delivery of Goods described in the Contract within
the Delivery Time indicated in the priced **Supply and Delivery Schedule (Attachment 1) and in
accordance with the Technical Specifications (Attachment II)**.

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

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

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

Name of Supplier : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Address : _____

Telephone Number : _____

Fax Number, if any : _____

Email address (optional): _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 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, either in the form of Fixed Deposit Receipt (FDR) or unconditional Bank Guarantee (BG) in favor of "The Project Director, Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project".

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:
Project Readiness Financing Project (HP-SHIVA PRF)**

Name of Contract: Supply of goods office furniture, equipment and material under HPSHIVA PRF
Contract Number: 19-27 (EAP-HPSHIVA-E-TENDER-G5)/2021-22-RFQ-III

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 'office furniture, equipment and material' 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**
 - d) **Corrigendum/ Addendum**
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: Project Readiness Financing Project (HP-SHIVA PRF)

Purchaser: Department of Horticulture, Himachal Pradesh

Package No. OFFICE EQUIPMENT AND PMU FIELD EQUIPMENT (G5)

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 that the Supplier is required to supply 'office equipment and PMU field equipment' 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 two months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

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

Supplier confirms compliance with above specifications.

9. Delivery and Documents

9.1 Upon delivery, 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 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 as mentioned in the technical specifications from the date of delivery to the Purchaser.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Suspension of ADB Loan or Credit

18.1 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.

19. Other Criteria

The bidder shall also include a Health and Safety COVID-19 Plan, in accordance 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> Absence of or incomplete submission may result in rejection of bid.