



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

REQUEST FOR QUOTATION-GOODS

HIRING OF VEHICLES

for

**DOH AND JSV for Shimla, Solan, Sirmour, Bilaspur,
Hamirpur, Mandi, Kangra and Una – Himachal
Pradesh**

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

Package no.: PMU-VEHICLE- G06

12TH JUNE, 2023

REQUEST FOR QUOTATION - GOODS (RFQG)

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

Source of Funding: Asian Development Bank

Package Ref : **PMU-VEHICLE-G06** Date of Issue of Request: **12/06/2023**

To : _____

Sir/Madam:

1. The Project Director, HPSHIVA, Department of Horticulture, Government of Himachal Pradesh (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the items (Hiring of Vehicles) as per Attachment 1 and 2 (Supply & Delivery Schedule and Technical Specifications). 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 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, you must submit the following failing which may lead to disqualification of your bid:
 - (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/Earnest money deposit (EMD) of **INR 10,000/- (Indian Rupees Ten Thousand Only) per vehicle** in the shape of Fixed Deposit Receipt (FDR) in favor of **Project Director, HPSHIVA, Shimla-171002, Himachal Pradesh**. The scanned 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 the original FDR 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. **03/07/2023 up to 1600 Hours**.

- (b) The Bidder either should own the vehicle being hired or has a legal agreement with the vehicle owner for the services being provided (hiring of vehicles). In case the vehicle proposed is not yet owned, an affidavit declaration from the bidder that if the bid is found responsive and lowest priced, the Bidder shall purchase the vehicle within 30 days of letter of acceptance.
 - (c) If the bidder already owns the vehicle, the vehicle should not be purchased before January,2020.
 - (d) Valid registration certificate if already possess a vehicle
 - (e) List of drivers with copy of driving license
 - (f) Copy of the PAN / GST no. (if applicable) should be submitted
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items in a lot as described in Attachment-1 and must be uploaded in the attached **Form of Quotation** with the price bid BOQ (excel format). The currency of quoted prices and payment shall be Indian National Rupees only
- (b) The price quotation should be uploaded along with adequate technical specifications and/or catalogue(s) or pertinent information in English language for each item quoted, including names and addresses of firms providing after-sales service facilities in the districts as per Attachment 1.
- (c) Price Bid BOQ must include a unit rate in the required columns of each Price schedule. Supplier may indicate zero (0) for items that are not priced separately but included in the total price. ***Bidder has to mandatorily fill the prices for all the items in one lot. Failure to completely fill the Price schedule per lot may lead to rejection of the quotation(s).***
- (d) You shall upload only one set of quotations per lot. Your quotation must be typed and shall be signed by you or your authorized representative before uploading. **Unsigned**

or incomplete Form of Quotation will lead to disqualification of quotation and will not be considered further.

- (e) Your quotation(s) should be valid for a period of **180 days** from the final deadline for submission of the quotation/(s). If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, your EMD in the form of FDR shall be forfeited and you will be excluded from the list of Suppliers for the project for two years.

Submission and Opening

- (a) Your duly signed and stamped Form of Quotation with the filled Price 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 **03/07/2023 up to 1600 Hours IST.**

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

- (b) A valid Digital Signature Certificate (DSC) issued by competent authority is an essential requirement for bidder to be able to upload their quotation on www.hptenders.gov.in. For more details, bidder may refer www.hptenders.gov.in
- (c) Quotations shall be opened (i) in public, in the presence of participating Suppliers' representatives who choose to attend immediately after the RFQ/bid submission deadline in the office of the Project Director

Evaluation and Comparison

- (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.
- (b) 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**.

- (c) In evaluating the quotations, there will not be any need for arithmetic correction as the mode of submission is electronic through the e-procurement portal of Himachal Pradesh.
- (d) The evaluation of the price proposals shall be done lot wise as per the price bid BOQ which is being uploaded along with this RFQ excluding the prices for extra kms and night halt which shall be paid as per the Himachal Pradesh State Government Rules & Regulations. The prices in the price bid BOQ (excel format) should be inclusive of fuel, driver expenses including Salary etc. Parking, Toll Tax, Octroi shall be paid extra at actuals.

Award of Contract

- (a) 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.
- (b) The Supplier whose quotation has been accepted will be notified by the Purchaser within the bid validity period through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
- (c) The successful Supplier shall sign the Contract governed by the contract term and Conditions. The contract price shall be inclusive of 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'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:

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

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

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. 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 on **21/06/2023 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.**

Sincerely,

Project Director (HPSHIVA)
Himachal Pradesh

ATTACHMENT 1:

SUPPLY AND DELIVERY SCHEDULE

The bidders have to fill the prices in the price bid BOQ (excel format) which is uploaded along with this RFQ and upload the filled BOQ in the e-procurement portal.

Sl. No.	Vehicle Description and Deployment Place	Quantity (A)	Units	Rental Duration (Months) (B)	Unit Price per month for 2000 kms including GST (INR) (C)	Total Price for 24 months excluding GST (INR) D=A X B X C	Total Price for 24 months including GST (INR) D=A X B X C
1	LOT 1 (Shimla)						
1.01	Innova Crysta, or equivalent, DOH Shimla	1	Nos	24			
1.02	Scorpio or equivalent, DOH Shimla	1	Nos	24			
Total in Figures							
Quoted Rate in Words							

Sl. No.	Vehicle Description and Deployment Place	Quantity (A)	Units	Rental Duration (Months) (B)	Unit Price per month for 2000 kms including GST (INR) (C)	Total Price for 24 months excluding GST (INR) D=A X B X C	Total Price for 24 months including GST (INR) D=A X B X C
1	LOT 2 (Solan, Sirmour and Una)						
1.01	Bolero or equivalent, DOH Solan	1	Nos	24			
1.02	Bolero or equivalent, DOH Sirmour	1	Nos	24			
1.03	Bolero or equivalent, DOH Una	1	Nos	24			
Total in Figures							
Quoted Rate in Words							

Sl. No.	Vehicle Description and Deployment Place	Quantity (A)	Units	Rental Duration (Months) (B)	Unit Price per month for 2000 kms including GST (INR) (C)	Total Price for 24 months excluding GST (INR) D=A X B X C	Total Price for 24 months including GST (INR) D=A X B X C
1	LOT 3 (Kangra)						
1.01	Bolero or equivalent, DOH Kangra	1	Nos	24			
1.02	Bolero or equivalent, JSV Kangra	1	Nos	24			
Total in Figures							
Quoted Rate in Words							

Sl. No.	Vehicle Description and Deployment Place	Quantity (A)	Units	Rental Duration (Months) (B)	Unit Price per month for 2000 kms including GST (INR) (C)	Total Price for 24 months excluding GST (INR) D=A X B X C	Total Price for 24 months including GST (INR) D=A X B X C
1	LOT 4 (Hamirpur)						
1.01	Bolero or equivalent, DOH Hamirpur	2	Nos	24			
Total in Figures							
Quoted Rate in Words							

Sl. No.	Vehicle Description and Deployment Place	Quantity (A)	Units	Rental Duration (Months) (B)	Unit Price per month for 2000 kms including GST (INR) (C)	Total Price for 24 months excluding GST (INR) D=A X B X C	Total Price for 24 months including GST (INR) D=A X B X C
1	LOT 5 (Mandi)						
1.01	Scorpio or equivalent, JSV Mandi	1	Nos	24			
1.02	Bolero or equivalent, JSV Mandi	1	Nos	24			

1.03	Bolero or equivalent, DOH Mandi	2	Nos	24			
Total in Figures							
Quoted Rate in Words							

Sl. No.	Vehicle Description and Deployment Place	Quantity (A)	Units	Rental Duration (Months) (B)	Unit Price per month for 2000 kms including GST (INR) (C)	Total Price for 24 months excluding GST (INR) D=A X B X C	Total Price for 24 months including GST (INR) D=A X B X C
1	LOT 6 (Bilaspur)						
1.01	Bolero or equivalent, DOH Bilaspur	3	Nos	24			
Total in Figures							
Quoted Rate in Words							

ATTACHMENT 2

TECHNICAL SPECIFICATIONS/ REQUIREMENTS OF THE VEHICLE TO BE HIRED

Vehicles are to be hired for PMU / PIU / DIU Shimla and other Districts under Himachal Pradesh Subtropical Horticulture, irrigation and Value Addition Project (HPSHIVA). Project will be implemented in 28 Blocks of 7 Districts of the State. Vehicle will be hired on monthly basis (2000 km per month irrespective of number of days).

The vehicle-wise requirement and classification are as below:

S. No.	Name of vehicle	Seating capacity	Minimum feature requirement
1	Innova Crysta or equivalent	6+1 Seater (Captain seats)	AC, heater, Power Steering, Power Windows, all front facing seats Displacement (cc): Minimum 2000, Diesel
2	Scorpio or equivalent	6+1 Seater (Captain seats)	AC, heater, Power Windows, 4-wheel drive Displacement (cc): Minimum 2000, Diesel,
3	Bolero or equivalent	6+1 Seater	AC, heater, Power Windows Displacement (cc): Minimum 1400, Diesel

Note: The payment for the extra kms and night halt shall be paid as per the Himachal Pradesh State Government Guidelines. Bidders may refer <https://rajpatrahimachal.nic.in/> for details.

Other Conditions:

- a) Vehicles should be in very good condition without any damage or litigation.
- b) The contract period shall be initially for two years with possibility of extension of one year with mutual consent.
- c) The contractor/ Owner/ Supplier must keep vehicle neat and clean and in perfect running condition with adequate quantity of fuel. The seat covers must be kept neat and clean, washed and disinfected regularly. There should be sufficient space in in the vehicle to keep the luggage.
- d) The contractor/ Owner/ Supplier or his nominee shall ensure his presence at a short notice when required in the office. The contractor shall give the detailed list of his nominee (with license etc.)
- e) The contractor / Owner/ Supplier shall make payment of wages to his driver (s) as per provision of Minimum wages act, 1948 or as notified by the state Govt. from time to time and shall ensure that the deductions being made on account of EPF and other statutory payments etc. have been duly accounted for and paid to the concerned authority under intimation to the Project Director, HPSHIVA. This office will not be in any way responsible for the statutory obligation of the contractor.
- f) The Contractor/ Owner/ Supplier shall engage Driver(s) who is/ are medically fit & hold valid

driving license. The contractor shall ensure that the antecedents of the driver are duly verified by the police to the satisfaction of DOH.

- g) The driver and vehicle provided shall not be changed without prior permission of the Project Director. The vehicle provided by the Contractor shall not be used for any other purpose outside the scope of DOH activities. If other vehicle or the driver is not found suitable by Project Director, HPSHIVA then the vehicle / driver shall be changed immediately on receiving a request from the Project Director, HPSHIVA to that effect.
- h) The driver of the vehicles provided by the Contractor shall observe all the etiquette and protocol while performing his duty. The driver employed for the purpose will have to work to rule and must avoid smoking, drinking and intoxication of any kind while on duty.
- i) The driver(s) of the vehicles shall be neatly dressed and must carry a mobile phone in working conditions, for which no separate payment shall be made by Project Director.
- j) The contractor shall maintain necessary insurance against loss of material/cash etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims
- k) The journey performed by the driver/owner on account of shortage of fuel, repairs, services and halt at outstation/headquarter; journey from place of residence to place of duty/place of parking shall not be paid by the purchaser.
- l) In case the driver is absent from duty during working hours, deduction on an average basis of total Kms shall be made from the monthly bill of the Contractor/ Owner.
- m) If the vehicle does not cover the required number of kilometers (2000 kms) in a month, then balance kilometers of the current month shall be carried forward in the following months to cover the remaining kilometers during the entire duration of the contract and the calculation & payment/adjustment for extra kms shall be done on quarterly basis.
- n) The vehicle can be shifted from one District to another as per requirement of the project without any additional financial implication to the purchaser.
- o) All the vehicle will ply preferably within the limits of State of Himachal Pradesh but the services can be utilized outside the state as and when required under the project.
- p) The Supplier shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- q) Notwithstanding anything to the contrary stated herein, the Supplier shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Supplier under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- r) The Supplier shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Supplier and to have them audited by auditors appointed by ADB.
- s) The Supplier shall keep accurate and systematic accounts and records in respect of the vehicle. The driver would be responsible to maintain the Log Book for every journey performed. It would be duty of the driver to get every entry signed from the officer using the vehicle immediately upon completion of the journey.

FORM OF QUOTATION (MANDATORY SUBMISSION)

_____ (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] in accordance with the **Contract Terms and Conditions** and the **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of

(Note: Bidder to only fill up price details for the Lots for which quotation is submitted. Bidder to fill the amount for 2 years for each lot for which the 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)

Lot 6: _____ (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 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. *[At the option of the Purchaser, add: 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 28 days beyond the complete contractual obligations.***

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

CONTRACT

Name of Country:

Project Name:

Name of Contract: _____

Contract Number _____

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

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

The Purchaser and the Supplier agree as follows:

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

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

Signature and seal of the Purchaser:

For and on behalf of

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: _____ Purchaser: _____
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 all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

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

3. Language

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

4. Assignment

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

5. Fraud and Corruption

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

6. Fixed Contract Price

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance. However, due to certain sharp changes in the fuel prices, a revision in the prices may be considered subjected to mutual agreement between the Purchaser and the Supplier at the end of two years for the third year (if extended). The variation shall be done as per the Cost Inflation Index of Reserve Bank of India.

7. Delivery Schedule

7.1 The delivery of the vehicles should be completed as per schedule indicated in the Supply and Delivery Schedule after receipt of Acceptance Letter from Purchaser. **The deployment of the vehicles shall be done only after the written approval from the Project Director (HPSHIVA). The purchaser may increase the quantity of the vehicles if required during the duration of the 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 The Supplier shall provide the following documents to the Purchaser:

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

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) Supplier/ owner will submit the contract agreement with contract terms and conditions on Rs. 100/- stamp paper duly notarized.
- b) The payments will be made to the Supplier/ owner after verification of the bill presented on monthly basis supported by the verified copy of the log book.
- c) The purchaser shall pay hire charges of INR_____ per month basis up to 2000 Km
- d) The tax deduction at the source and other taxes as per applicable law will be deducted by the first party.

12. Warranty

12.1 Goods offered should be covered by manufacturer’s warranty as applicable.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 7 days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

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

15. Failure to Perform

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

16. Force Majeure

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

- (a) For purposes of this Clause, “Force Majeure” means an event beyond the control of the

Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

17. Termination Due to Integrity Violation

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

18. Accounts and Records

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

19. Suspension of ADB Loan or Credit

- 19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,
 - (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.