



Department of Horticulture
Himachal Pradesh

No.:19-27/EAP-HPSHIVA-E-Tender-G4/2020-21

Dated: 8 December, 2020

Request for Quotations (RFQ II)

Project Director, Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project (HPSHIVA), Himachal Pradesh on behalf of Government of HP invites sealed quotations for the procurement of under mentioned Farm Equipments from the interested and eligible suppliers: -

S. No.	Item	Unit	Estimated quantity	Remarks
1	Vermicompost bed / Vermibed	Nos	591	The estimated quantities may increase/ decrease.
2	HDPE drum	Nos	591	

1. The detailed Request for Quotation (RFQ II) documents for above mentioned items are available on Department of Horticulture, H.P. website www.hpgrisnet.gov.in/hpagris/horticulture or <http://hptender.gov.in>. or can be obtained from the office of Project Director (HPSHIVA), Shimla – 2 on any working day between 10:00AM to 05:00PM.
2. Date of online publication of RFQ Notice: 8 December 2020
3. RFQ Document download start and end date: 8 December 2020 to 22 December 2020 till 01:00 PM.
4. Submission of sealed quotations start and end date: 10 December 2020 to 22 December 2020 till 01:00 PM.
5. Date and time of opening of quotations: 22 December 2020 at 02:00 PM.
6. The Project Director, HPSHIVA, Himachal Pradesh reserves the right to reject one or all tenders without assigning any reason what so ever.
7. Other details can be seen in bid Document. The officer inviting tender shall not be held liable for any delays due to system failure beyond his control.

(Devinder S Thakur)
Project Director (HPSHIVA)
Himachal Pradesh, Shimla – 2
Ph. 0177-2841120
pmuhpshiva@gmail.com



DEPARTMENT OF HORTICULTURE, GOVERNMENT OF HIMACHAL PRADESH

REQUEST FOR QUOTATIONS – SUPPLY of GOODS

FARM EQUIPMENT

For

District Bilaspur, Hamirpur, Mandi and Kangra – Himachal Pradesh

**“HIMACHAL PRADESH SUBTROPICAL HORTICULTURE, IRRIGATION AND
VALUE ADDITION PROJECT: PROJECT READINESS FINANCING**

**PROJECT
(HP-SHIVA PRF)”**

PROJECT NUMBER:

DECEMBER, 2020

REQUEST FOR QUOTATION–FARM EQUIPMENT (RFQ-II FE)

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: 8.12. 2020

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:

1. Vermicompost bed / vermibed
2. HDPE drum

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) Supplier must be original equipment manufacturer or authorized dealer of the items covered by this **Request for Quotation**(RFQ) and, as evidence, you must also attach
 - (i) Certificate of Authorization from the manufacturer;
 - (ii) Proof of you/your firms 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) GST Registration certificate
 - (iv) Copy of Manufacturer's license
 - (vi) Copy of sale license.
- b) In case of imported material, proof of import permission from the Competent Authority should be attached; and
- c) 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 the items as described in the attached documents and submit 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;
- b) 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 and English language) for each item quoted;
- c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further;
- d) You shall submit:
 - One original of the **Form of Quotation**, and clearly marked "ORIGINAL". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail; OR
 - The **Form of Quotation** in accordance with provisions provided at www.hptenders.gov.in.
- e) Your quotation(s) should be valid for a period of 365 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 priced **Supply and Delivery Schedule** should be submitted by 22.12.2020 at 13.00 hours (IST) with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address : The Project Director
Himachal Pradesh Subtropical Horticulture,
Irrigation and Value Addition Project(HPSHIVA)
Department of Horticulture, Himachal Pradesh
Navbahar, Shimla, 171002
E-Mail: pmuhpshiva@gmail.com

Telephone : +91 177 2842390/ 2841120

Or

Your **Form of Quotation** with the required documents may be submitted electronically in accordance with provisions provided at www.hptenders.gov.in.

Quotations shall be opened (i) in public, in the presence of participating suppliers' representatives who choose to attend on 22.12.2020 at 14:00 hours (IST) and at the following address: *The Project Director, Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project: Project Readiness Financing Project, Department of Horticulture, Navbahar, Shimla, Himachal Pradesh 171002*, or (ii) over online broadcasting when the lockdown measures against the coronavirus continues and seem to prevent the gather of people. The broadcasting address and link will be announced through the website and shared with representatives of participating suppliers.

Evaluation and Comparison

- a) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**;
- b) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

Award of Contract

- c) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation;
 - d) The 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;
 - e) The successful Supplier shall sign the **Contract** governed by the **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, Horticulture Development Officer |
| 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)
 Department of Horticulture, Himachal Pradesh
 Navbahar, Shimla, 171002
 E-Mail: pmuhpshiva@gmail.com
 Tel.: +91 177 2842390/ 2841120

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

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

Attachment 1 SUPPLY AND DELIVERY SCHEDULE
Description: Farm Equipment

VERMICOMPOST BED

Items	Unit	Tentative Quantity ³ (A)	Unit Price (B), in Rs*	Goods' Cost, C = (A x B), in Rs*	Transportation Cost (D), in Rs*	Total Price, C + D, in Rs**	Location and Delivery Date
Vermicompost Bed	Nos	31					Majher, Tehsil Sadar, District Bilaspur, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	20					Dulhet, Tehsil Sadar, District Bilaspur, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	22					Lanjtha, Tehsil Ghumarwin, District Bilaspur, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	47					Talwara, Tehsil Ghumarwin, District Bilaspur, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	30					Kehdaru, District Hamirpur, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	14					Bhaleu, Tehsil Sujanpur, District Hamirpur, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	43					Dabrot, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	63					Gamdhal, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	32					Neri, Sandhole, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	59					Binga, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021

Vermicompost Bed	Nos	35				Matour Tanda, Tehsil Sarkaghat, District Mandi, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	21				Kalhaoud, Tehsil Sunder Nagar, District Mandi, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	51				Sehal, Tehsil Baijnath, District Kangra, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	12				Garholi, Tehsil Baijnath, District Kangra, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	32				Dehan-Ramehar, Tehsil Palampur, District Kangra, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	30				Lahat, Tehsil Sulah, District Kangra, HP Dated: 15 Jan, 2021
Vermicompost Bed	Nos	49				Rit -Trehla, Tehsil Jai Singhpur, District Kangra, HP Dated: 15 Jan, 2021
TOTAL		591				

HDPE DRUM

Items	Unit	Tentative Quantity ³ (A)	Unit Price (B), in Rs*	Goods' Cost, C = (A x B), in Rs*	Transportation Cost (D), in Rs*	Total Price, C + D, in Rs**	Location and Delivery Date
HDPE Drum	Nos	31					Majher, Tehsil Sadar, District Bilaspur, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	20					Dulhet, Tehsil Sadar, District Bilaspur, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	22					Lanjtha, Tehsil Ghumarwin, District Bilaspur, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	47					Talwara, Tehsil Ghumarwin, District Bilaspur, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	30					Kehdaru, District Hamirpur, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	14					Bhaleu, Tehsil Sujanpur, District Hamirpur, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	43					Dabrot, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	63					Gamdhal, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	32					Neri, Sandhole, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	59					Binga, Tehsil Dharampur, District Mandi, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	35					Matour Tanda, Tehsil Sarkaghat, District Mandi, HP Dated: 15 Jan, 2021

HDPE Drum	Nos	21					Kalhaoud, Tehsil Sunder Nagar, District Mandi, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	51					Sehal, Tehsil Baijnath, District Kangra, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	12					Garholi, Tehsil Baijnath, District Kangra, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	32					Dehan-Ramehar, Tehsil Palampur, District Kangra, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	30					Lahat, Tehsil Sulah, District Kangra, HP Dated: 15 Jan, 2021
HDPE Drum	Nos	49					Rit -Trehla, Tehsil Jai Singhpur, District Kangra, HP Dated: 15 Jan, 2021
TOTAL		591					

Attachment II

Technical Specifications

Farm equipment are to be supplied in 17 sub project sites in 4 districts under Himachal Pradesh Subtropical Horticulture, irrigation and Value Addition Project (HPSHIVA) for carrying out plantation of fruit crops and after care activities in the orchards. The Items-wise technical specifications for which rates are to be quoted are mentioned below.

S. No.	Item	Specifications	Unit
1	Vermicompost bed / Vermibed	UV stabilized, HDPE heat sealed, woven, foldable, 340 -450 GSM size 12'x4'x2, IS 15907:2010	Nos
2	HDPE drum	Capacity 200 litre with lid, material HDPE, colour black/green, diameter 22", Height 33"	Nos

FORM OF QUOTATION (Farm 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] 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**.

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 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: _____

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 farm Equipment 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.

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. _____

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 Farm Equipment 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 one month 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.

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.

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.

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

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.

19.2 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.

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