



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

**REQUEST FOR QUOTATION  
– SUPPLY of GOODS**

**SUPPLY OF GUAVA PLANTING MATERIAL**

**for**

**District Bilaspur, Hamirpur, Kangra, Mandi, Sirmour, Solan & Una – H.P.**

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

**Package no.: DOH-PLANTING MATERIALS-G03B**

**OCTOBER, 2022**

## REQUEST FOR QUOTATION–PLANT MATERIAL (RFQ-PM)

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

Source of Funding: **Asian Development Bank**

Project Ref No.: **DOH-PLANTING MATERIALS-G03B**

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

To : \_\_\_\_\_

Sir/Madam:

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

S.No.	Crop	Variety	Number of Lots
1.	Guava	Lalit	7
2.	Guava	Shweta	7
3.	Guava	Hisar Safeda	7
4.	Guava	VNR Bihi	6
		<b>Total</b>	<b>27 Lots</b>

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

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

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of an Asian Development Bank (ADB) member country; or
  - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified;  
or
  - (c) you/your firm are/is owned by the Purchaser; or

- (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date),;or
- (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified:

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

Preparation of Quotations

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

- b) Your price quotation/(s) shall be for all/complete items (for each Lot) as described in the attached documents and submitted only using the attached **Form of Quotation** with the priced **Supply and Delivery Schedule**. The currency of quoted prices and payment shall be Indian Rupees.
- c) The prices should be quoted for supply and delivery to respective location within H.P., as specified in Attachment 1 of this RFQ document. The Purchaser reserves the right to make minor changes in the location/s for delivery within the district concerned either before the award of a contract or post contract award but prior to delivery. If required, the delivery time may be subject to adjustment through agreement between the Purchaser and the Supplier.
- d) Supplier must include a unit rate in the required columns of each Supply and Delivery Schedule. Supplier may indicate zero (0) or not applicable (NA) for items that are not priced separately (e.g. transportation) but included in the total price.. Failure to completely fill in the Supply and Delivery Schedule may lead to rejection of the quotation(s)
- e) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Your quotation will not be considered further, if **Form of Quotation** is not duly filled and signed.
- f) You shall submit the **Form of Quotation** in accordance with provisions provided at [www.hptenders.gov.in](http://www.hptenders.gov.in).
- g) 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.
- h) The Purchaser reserves the right to vary the quantities of purchase by (+/-) 25% of the quantities stated in the Supply and Delivery Schedule at the same unit rates.
- i) To assist potential bidder's in preparing their quotations and providing necessary clarifications on bidder's queries, a Pre-Bid Meeting is scheduled to be held in the office of the Project Director (at the Purchaser's Address indicated below) on **20/10/2022 at 1100 Hours**. Bidders may, at their discretion, choose to participate in the Pre-Bid Meeting. Bidder must carry their authorization letter for attending the pre-bid meeting. **Further only one participant per firm is allowed for the pre-bid meeting.**

#### Submission and Opening

- a) Your duly signed and stamped **Form of Quotation** with the priced **Supply and Delivery Schedule** and the required documents may be submitted electronically in accordance with provisions provided at [www.hptenders.gov.in](http://www.hptenders.gov.in). on or before the closing date and time **10/11/2022 up to 1100 Hours**.
- b) For electronic submission of Form of Quotation and documents, a valid **Digital Signature Certificate (DSC)** issued by competent authority is an essential requirement for bidder. For more details, bidder may refer [www.hptenders.gov.in](http://www.hptenders.gov.in)

- c) Purchaser's Address : The Project Director  
Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project  
Department of Horticulture, Navbahar, Shimla, Himachal Pradesh 171002
- Telephone : +91 177 2842390/ 2841120  
Email : [pmuhpshiva@gmail.com](mailto:pmuhpshiva@gmail.com)
- d) Quotations shall be opened (i) in public, in the presence of participating suppliers' representatives who choose to attend, on **immediately after the RFQ/bid submission deadline** in the office of the Project Director

#### Evaluation and Comparison

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

#### Award of Contract

- c) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation;
- d) The successful Supplier shall sign the **Contract** governed by the **Terms and Conditions**. In addition to the quoted price, the contract price shall include Goods and Services Tax (GST), if applicable, in India.
5. Further information can be obtained from:

Name : Dr. Deepak Gupta, Procurement Manager /Dr. Manoj Sharma, Asstt.  
Procurement Manager

Address : Department of Horticulture, Navbahar, Shimla, H.P. 171002

Telephone : +91 9418001093, +91 9418434963

Fax : 0177-2842389

E-mail : [gupta.deepak1768@yahoo.com](mailto:gupta.deepak1768@yahoo.com) with cc to [manojsharma3006@gmail.com](mailto:manojsharma3006@gmail.com)

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

7. Under [ADB's Anticorruption Policy](#)(1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency. If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>

- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

9. You/your firm, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

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

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

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

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Project Director (HPSHIVA)  
Himachal Pradesh

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

**LOT 1 (Lalit -Bilaspur)**  
**Guava (*Psidium guajava*) variety Lalit**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	6854				Location: Kathalag Droun , Ghumarwin, Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	3948				Location: Bhalpral, Ghumarwin , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	11110				Location: Balh Sinha, Jhandutta , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	5269				Location: Kotlu, Sadar , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	9999				Location: Kot , Ghumarwin, Distt. Bilaspur, H.P. <b>Start Date: 1 Feb 2023</b>
<b>Total</b>	<b>37180</b>				

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



**LOT 2 (Lalit -Hamirpur)**  
**Guava (*Psidium guajava*) variety Lalit**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	9200				Location: Mundkhar Tulsī , Bhoranj, Distt. Hamirpur, H.P. Start Date: <b>15 July 2023</b>
Nos	2222				Location: Bir Baghera , Sujanpur, Distt. Hamirpur, H.P. Start Date: <b>15 July 2023</b>
Nos	6866				Location: Jol , Bhoranj, Distt. Hamirpur, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>18288</b>				

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

**LOT 3 (Lalit -Kangra)**  
**Guava (*Psidium guajava*) variety Lalit**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	6277				Location: Thandol-1 , Bhawarna, Distt. Kangra, H.P. Start Date: <b>15 July 2023</b>
Nos	3333				Location: Bhranker Mahadev, Bhawarna, Distt. Kangra, H.P. Start Date: <b>15 July 2023</b>
Nos	3132				Location: Trehal, Panchrukhi, Distt. Kangra, H.P. Start Date: <b>1 Feb. 2023</b>
<b>Total</b>	<b>12742</b>				

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

**LOT 4 (Lalit -Mandi)**  
**Guava (*Psidium guajava*) variety Lalit**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	2890				Location: Chah, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	4170				Location: Lower Chatrun, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	4611				Location: Ganswai, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	4183				Location: Harnyal, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	2961				Location: Tarohla, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	3444				Location: Kothi-I(Balh), Chauntra, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	6440				Location: Dharwahan-II (Sehal), <b>Gohar/ Balh</b> , Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3224				Location: Bahi, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	4007				Location: Barchwar, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3763				Location: Dhar, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3000				Location: Ghadhyani, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>42693</b>				

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

**LOT 5 (Lalit -Sirmour)**  
**Guava (*Psidium guajava*) variety Lalit**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	7291				Location: Killour, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>15 July 2023</b>
Nos	4200				Location: Puruwala, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3400				Location: Amboya Chandela, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3600				Location: Dungi Sher, nahan , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>18491</b>				

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

**LOT 6 (Lalit -Solan)**  
**Guava (*Psidium guajava*) variety Lalit**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	3744				Location: Sai, Kunihar, Distt. Solan, H.P. Start Date: <b>15 July 2023</b>
Nos	7186				Location: Ser Delag, Kunihar, Distt. Solan, H.P. Start Date: <b>15 July 2023</b>
Nos	2500				Location: Belikhol II, Nalagarh, Distt. Solan, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>13430</b>				

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

**LOT 7 (Lalit -Una)**

**Guava (*Psidium guajava*) variety Lalit**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	12955				Location: Boul-1 &2, 3, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
Nos	4526				Location: Sanhal, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
Nos	4390				Location: Handola, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
<b>Total</b>	<b>21871</b>				

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

**LOT 8 (Shweta-Bilaspur)**

**Guava (*Psidium guajava*) variety Shweta**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	6854				Location: Kathalag Droun , Ghumarwin, Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	3948				Location: Bhapral, Ghumarwin , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	11110				Location: Balh Sinha, Jhandutta , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	5270				Location: Kotlu, Sadar , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	9999				Location: Kot , Ghumarwin, Distt. Bilaspur, H.P. <b>Start Date: 1 Feb 2023</b>
<b>Total</b>	<b>37181</b>				

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

**LOT 9 (Shweta-Hamirpur)**  
**Guava (*Psidium guajava*) variety Shweta**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	9200				Location: Mundkhar Tulsi , Bhoranj, Distt. Hamirpur, H.P. Start Date: <b>15 July 2023</b>
Nos	5560				Location: Bir Baghera , Sujanpur, Distt. Hamirpur, H.P. Start Date: <b>15 July 2023</b>
Nos	5755				Location: Jol , Bhoranj, Distt. Hamirpur, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>20515</b>				

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

**LOT 10 (Shweta-Kangra)**  
**Guava (*Psidium guajava*) variety Shweta**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	2222				Location: Bhranker Mahadev, Bhawarna, Distt. Kangra, H.P. Start Date: <b>15 July 2023</b>
Nos	6277				Location: Thandol-1 , Bhawarna, Distt. Kangra, H.P. Start Date: <b>15 July 2023</b>
Nos	3000				Location: Trehal, Panchrukhi, Distt. Kangra, H.P. Start Date: <b>1 Feb. 2023</b>
<b>Total</b>	<b>11499</b>				

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

**LOT 11 (Shweta-Mandi)**  
**Guava (*Psidium guajava*) variety Shweta**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	2890				Location: Chah, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	4170				Location: Lower Chatrun, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	2610				Location: Ganswai, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	4183				Location: Harnyal, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	3194				Location: Richhli/Dhwali, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	2961				Location: Tarohla, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	3444				Location: Kothi-I(Balh), Chauntra, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	6440				Location: Dharwahan-II (Sehal), <b>Gohar/Balh</b> , Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3224				Location: Bahi, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	4007				Location: Barchwar, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3763				Location: Dhar, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3000				Location: Ghadhyani, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>43886</b>				

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

**LOT 12 (Shweta -Sirmour)**  
**Guava (*Psidium guajava*) variety Shweta**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	3674				Location: Fatehpur, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>15 July 2023</b>
Nos	7291				Location: Killour, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>15 July 2023</b>
Nos	4200				Location: Puruwala, Paonta Sahib , Distt. Sirmour, H.P. <b>Start Date: 1 Feb 2023</b>
Nos	3400				Location: Amboya Chandela, Paonta Sahib , Distt. Sirmour, H.P. <b>Start Date: 1 Feb 2023</b>
<b>Total</b>	<b>18565</b>				

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

**LOT 13 (Shweta -Solan)**  
**Guava (*Psidium guajava*) variety Shweta**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	3744				Location: Sai, Kunihar, Distt. Solan, H.P. Start Date: <b>15 July 2023</b>
Nos	7186				Location: Ser Delag, Kunihar, Distt. Solan, H.P. Start Date: <b>15 July 2023</b>
Nos	2500				Location: Belikhol II, Nalagarh, Distt. Solan, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>13430</b>				

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

**LOT 14 (Shweta -Una)**  
**Guava (*Psidium guajava*) variety Shweta**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	12955				Location: Boul-1 &2, 3, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
Nos	4526				Location: Sanhal, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
Nos	4383				Location: Handola, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
<b>Total</b>	<b>21864</b>				

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

**LOT 15 (Hisar Safeda-Bilaspur)**  
**Guava (*Psidium guajava*) variety Hisar Safeda**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	6854				Location: Kathalag Droun , Ghumarwin, Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	11110				Location: Balh Sinha, Jhandutta , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	5270				Location: Kotlu, Sadar , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	9999				Location: Kot , Ghumarwin, Distt. Bilaspur, H.P. <b>Start Date: 1 Feb 2023</b>
<b>Total</b>	<b>33233</b>				

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



**LOT 16 (Hisar Safeda -Hamirpur)**  
**Guava (*Psidium guajava*) variety Hisar Safeda**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	9200				Location: Mundkhar Tulsi , Bhoranj, Distt. Hamirpur, H.P. Start Date: <b>15 July 2023</b>
Nos	5755				Location: Jol , Bhoranj, Distt. Hamirpur, H.P. <b>Start Date: 1 Feb 2023</b>
<b>Total</b>	<b>14955</b>				

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

**LOT 17 (Hisar Safeda -Kangra)**  
**Guava (*Psidium guajava*) variety Hisar Safeda**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	6277				Location: Thandol-1 , Bhawarna, Distt. Kangra, H.P. Start Date: <b>15 July 2023</b>
Nos	3000				Location: Trehal, Panchrukhi, Distt. Kangra, H.P. <b>Start Date: 1 Feb. 2023</b>
<b>Total</b>	<b>9277</b>				

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

**LOT 18 (Hisar Safeda -Mandi)**  
**Guava (*Psidium guajava*) variety Hisar Safeda**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	2890				Location: Chah, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	4170				Location: Lower Chatrun, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	4183				Location: Harnyal, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	2000				Location: Richhali/Dhwali, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	2961				Location: Tarohla, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	3444				Location: Kothi-I(Balh), Chauntra, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	6440				Location: Dharwahan-II (Sehal), <b>Gohar/Balh</b> , Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3224				Location: Bahi, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	4006				Location: Barchwar, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3762				Location: Dhar, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>37080</b>				

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

**LOT 19 (Hisar Safeda -Sirmour)**  
**Guava (*Psidium guajava*) variety Hisar Safeda**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	3674				Location: Fatehpur, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>15 July 2023</b>
Nos	7291				Location: Killour, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>15 July 2023</b>
Nos	4200				Location: Puruwala, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3400				Location: Amboya Chandela, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
Nos	3559				Location: Dungi Sher, Nahan , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>22124</b>				

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

**LOT 20 (Hisar Safeda -Solan)**  
**Guava (*Psidium guajava*) variety Hisar Safeda**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	7186				Location: Ser Delag, Kunihar, Distt. Solan, H.P. Start Date: <b>15 July 2023</b>
Nos	<b>2500</b>				Location: Belikhol II, Nalagarh, Distt. Solan, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>9686</b>				

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

**LOT 21 (Hisar Safeda -Una)**  
**Guava (*Psidium guajava*) variety Hisar Safeda**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	12955				Location: Boul-1 &2, 3, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
Nos	4526				Location: Sanhal, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
Nos	4390				Location: Handola, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
<b>Total</b>	<b>21871</b>				

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

**LOT 22 (VNR Bihi-Bilaspur)**  
**Guava (*Psidium guajava*) variety VNR Bihi**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	2285				Location: Kathalag Droun , Ghumarwin, Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	2377				Location: Balh Sinha, Jhandutta , Distt. Bilaspur, H.P. Start Date: <b>15 July 2023</b>
Nos	4055				Location: Kot , Ghumarwin, Distt. Bilaspur, H.P. <b>Start Date: 1 Feb 2023</b>
<b>Total</b>	<b>8717</b>				

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

**LOT 23 (VNR Bihi -Hamirpur)**  
**Guava (*Psidium quajava*) variety VNR Bihi**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	3497				Location: Mundkhar Tulsi , Bhoranj, Distt. Hamirpur, H.P. Start Date: <b>15 July 2023</b>
Nos	3533				Location: Jol , Bhoranj, Distt. Hamirpur, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>7030</b>				

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

**LOT 24 (VNR Bihi -Mandi)**  
**Guava (*Psidium quajava*) variety VNR Bihi**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	963				Location: Chah, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	2000				Location: Ganswai, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	1394				Location: Harnyal, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	1194				Location: Richhali/ Dhwali, Dharampur, Distt. Mandi, H.P. Start Date: <b>15 July 2023</b>
Nos	2044				Location: Ghadhyan, Gopalpur, Distt. Mandi, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>7595</b>				

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

**LOT 25 (VNR Bihi -Sirmour)**  
**Guava (*Psidium guajava*) variety VNR Bihi**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	2430				Location: Killour, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>15 July 2023</b>
Nos	2876				Location: Puruwala, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
Nos	1280				Location: Amboya Chandela, Paonta Sahib , Distt. Sirmour, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>6586</b>				

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

**LOT 26 (VNR Bihi -Solan)**  
**Guava (*Psidium guajava*) variety VNR Bihi**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	2395				Location: Ser Delag, Kunihar, Distt. Solan, H.P. Start Date: <b>15 July 2023</b>
Nos	1599				Location: Belikhol II, Nalagarh, Distt. Solan, H.P. Start Date: <b>1 Feb 2023</b>
<b>Total</b>	<b>3994</b>				

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

**LOT 27 (VNR Bihi -Una)**  
**Guava (*Psidium guajava*) variety VNR Bihi**

Unit	Quantity (A)	Unit Price incl GST (INR)	Average Transportation Cost for each Sl. No. Item (INR)	TOTAL AMOUNT with transportation incl taxes (INR)	Delivery Schedule (Location & Delivery Start Date)
Nos	4318				Location: Boul-1 &2, 3, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
Nos	1509				Location: Sanhal, Bangana, Distt. Una, H.P. Start Date: <b>15 July 2023</b>
<b>Total</b>	<b>5827</b>				

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

**Attachment 2**

**TECHNICAL SPECIFICATIONS**

Sr. No	Fruit Crop	Type of Planting Material	Rootstock Used <sup>3</sup>	Quality Parameters			
				Height of Bud/ Graft union, in cms	Plant Girth, in cms	Plant Height, in cms	Others
1	Guava ( <i>Psidium guajava</i> )	Chip Budded/ Wedge Grafted		15 - 20	1.25 to 1.50	> 50	<ul style="list-style-type: none"> <li>✓ Plants should be raised in polytubes/polybag /containers of minimum size 7-9 inches on moderate to dwarf vigour rootstocks free from suckers having good tolerance to pests and diseases.</li> <li>✓ Preference will be given to disease resistant rootstocks like <i>Friedrich sthalianum</i> or <i>P. Malle x P. guajava</i> etc.</li> <li>✓ In case of layered plants root length should not be less than 15-20 cm and root numbers shall not be less than 20.</li> <li>✓ <b>Proper tagging of plants mentioning variety, root stock etc.</b></li> <li>✓ <b>Age of plants 1-2 years with uniform size and shape</b></li> </ul>

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

<sup>3</sup>Bidder to provide this information



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

Date: \_\_\_\_\_

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

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

- Lot 1 \_\_\_\_\_ [amount in words and figures.....]
- Lot 2 \_\_\_\_\_ [amount in words and figures.....]
- Lot 3 \_\_\_\_\_ [amount in words and figures.....]
- Lot 4 \_\_\_\_\_ [amount in words and figures.....]
- Lot 5 \_\_\_\_\_ [amount in words and figures.....]
- Lot 6 \_\_\_\_\_ [amount in words and figures.....]
- Lot 7 \_\_\_\_\_ [amount in words and figures.....]
- Lot 8 \_\_\_\_\_ [amount in words and figures.....]
- Lot 9 \_\_\_\_\_ [amount in words and figures.....]
- Lot 10 \_\_\_\_\_ [amount in words and figures.....]
- Lot 11 \_\_\_\_\_ [amount in words and figures.....]
- Lot 12 \_\_\_\_\_ [amount in words and figures.....]
- Lot 13 \_\_\_\_\_ [amount in words and figures.....]

- Lot 14 \_\_\_\_\_ [amount in words and figures.....]
- Lot 15 \_\_\_\_\_ [amount in words and figures.....]
- Lot 16 \_\_\_\_\_ [amount in words and figures.....]
- Lot 17 \_\_\_\_\_ [amount in words and figures.....]
- Lot 18 \_\_\_\_\_ [amount in words and figures.....]
- Lot 19 \_\_\_\_\_ [amount in words and figures.....]
- Lot 20 \_\_\_\_\_ [amount in words and figures.....]
- Lot 21 \_\_\_\_\_ [amount in words and figures.....]
- Lot 22 \_\_\_\_\_ [amount in words and figures.....]
- Lot 23 \_\_\_\_\_ [amount in words and figures.....]
- Lot 24 \_\_\_\_\_ [amount in words and figures.....]
- Lot 25 \_\_\_\_\_ [amount in words and figures.....]
- Lot 26 \_\_\_\_\_ [amount in words and figures.....]
- Lot 27 \_\_\_\_\_ [amount in words and figures.....]

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

We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

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

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

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

Name of Supplier : \_\_\_\_\_

Authorized Signature : \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Fax Number, if any : \_\_\_\_\_

Email address (optional): \_\_\_\_\_

**ACCEPTANCE**

The Purchaser accepts the Supplier's[M/s\_\_\_\_\_] offer to supply and deliver the goods [Guava-\_\_\_\_\_  
\_\_\_\_\_Var\_\_\_\_\_Nos.(INR\_\_\_\_\_)]

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

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

Name of Purchaser : \_\_\_\_\_

Authorized Signature : \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

Date : \_\_\_\_\_

## CONTRACT

Name of Country: India

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

Name of Contract: \_\_\_\_\_

Contract Number: \_\_\_\_\_

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

Whereas the Purchaser has requested for quotation for [Citrus-Sweet Oranges varieties :Hamlin, Natal, Westin, Pera, Valencia, Jaffa, Blood Red] variety to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation for Lot No .....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: (HP-SHIVA)

**Purchaser:** Department of Horticulture, H.P.

**Package No.** \_\_\_\_\_

### 1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means the planting material of [Citrus-Sweet Oranges variety(xxxx +xxxx additional)]that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, i.e. Department of Horticulture, H.P..
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose RFQ/bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

### 2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of India.

### 3. Language

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

### 4. Assignment

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

### 5. Fraud and Corruption

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

**6. Fixed Contract Price**

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

**7. Delivery Schedule**

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

**8. Required Technical Specifications (with attachments as necessary)**

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

**9. Delivery and Documents**

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

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

If goods are coming by courier or transportation, the supplier shall also provide prior to delivery, copies of documents that will enable the Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

**10. Taxes and Duties**

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**11. Payment**

11.1 Payment of the contract price shall be made in the following manner:

- (a) 10% within 14 days of signing the contract. Payment shall be made upon presentation by the Supplier of verifiable proof of availability of goods ready for shipment/delivery.
- (b) 80% within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract including the required documents; and
- (c) 10% within 14 days upon submission of the Supplier's claim supported by the acceptance certificate issued by the Purchaser.

**12. Warranty**

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

**13. Defects**

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

**14. Resolution of Disputes**

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**15. Failure to Perform**

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

**16. Force Majeure**

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

(a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**17. Termination Due to Integrity Violation**

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

**18. Accounts and Records**

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

**19. Suspension of ADB Loan or Credit**

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

(a) The Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.

(b) if the Supplier has not received sums due it within the 28 days for payment provided for in