



DEPARTMENT OF HORTICULTURE, GOVERNMENT OF HIMACHAL PRADESH

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

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

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

**July, 2024**

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

Project Title : Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition (HPSHIVA )Project  
Source of Funding : Asian Development Bank  
Project Ref No. : DOH-HORTICULTURE INPUTS – G01A- Urea  
Date of Issue of Request: 31<sup>st</sup> July, 2024

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

Sir/Madam:

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

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

**You may, at your discretion, submit your quotation for one or more Lots. Evaluation of the quotations will be carried out Lot-wise and contract will be awarded Lot-wise.**

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

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - a) you/your firm are/is not a citizen/national of an Asian Development Bank (ADB) member country; or
  - b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; or
  - c) you/your firm are/is owned by the Purchaser; or
  - d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date),;or
  - e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified:
  - a) The bidders will pay a nonrefundable “RFQ Document cost” of **INR 2,500/- (Indian Rupees Two Thousand Five Hundred Only)** in the form of Demand Draft (DD) and a bid security of INR 50,000 for each lot, in the shape of Fixed Deposit Receipt (FDR) in favor of Project Director, HPSHIVA Project, DoH. **The scan copy of the DD and FDR have to be uploaded in the <https://hptenders.gov.in> along with the quotation document. The original**

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

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

(i) Certificate of Authorization for Authorized dealer

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

Description	Lot	Quantities	Unit
Urea	Lot 1	464	Quintal
Urea	Lot 2	508	Quintal
Urea	Lot 3	928	Quintal
Urea	Lot 4	884	Quintal
Urea	Lot 5	978	Quintal

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

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

(iii) GST Registration certificate

(iv) Copy of Manufacturer's license

(v) Copy of sale license

(vi) Copy of Registration No. of Central Insecticide Board & Registration Committee (CIB&RC) / Fertilizer Control Order(FCO) registration of the product, as applicable

(vii) Copy of Registration with Bureau of Indian Standard for registration of the product, as applicable

- c) In case of imported material, proof of import permission from the Competent Authority should be attached and the interested bidders from countries other than India is required to supply the desired material through an Indian joint venture/ agent/ counterpart.
- d) The supplier must ensure the conformity of items being supplied with the technical specification prescribed in this RFQ (Attachment II)
- e) Random sampling for testing of material shall be done during process of procurement of materials. Testing fees will be borne by the supplier.
- f) Attachment 2- Technical Specification mentioning details of material to be supplied must be submitted.
4. Your quotation should be submitted in accordance with the following instructions, procedures and terms and conditions of the **Contract**.

#### Preparation of Quotations

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

- b) Your price quotation/(s) shall be for all/complete items (for each Lot) as described in the attached documents and submitted only using the attached **Form of Quotation** with the priced **Supply and Delivery Schedule**. The currency of quoted prices and payment shall be Indian Rupees.
- c) The prices should be quoted for supply and delivery to respective location within H.P., as specified in Attachment 1 of this RFQ document. The Purchaser reserves the right to make changes in the location/s for delivery within the district concerned either before the award of a contract or post contract award but prior to delivery.
- d) Supplier must include a unit rate in the required columns of each Supply and Delivery Schedule. Supplier may indicate zero (0) or not applicable (NA) for items that are not priced separately (e.g. transportation) but included in the total price. Failure to completely fill in the Supply and Delivery Schedule may lead to rejection of the quotation(s)
- e) You shall submit the **Form of Quotation** in accordance with provisions provided at [www.hptenders.gov.in](http://www.hptenders.gov.in). Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. **Your quotation will not be considered further, if Form of Quotation is not duly filled and signed.**
- f) Your quotation(s) should be valid for a period of **120 days** from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.
- g) The Purchaser reserves the right to vary the quantities of purchase by (+/-) 25% of the quantities stated in the Supply and Delivery Schedule at the same unit rates.
- h) **Supply of material will depend upon the preparedness for plantation in the clusters and accordingly delivery can be rescheduled.**
- i) To assist potential bidder's in preparing their quotations and providing necessary clarifications on bidder's queries, a Pre-Bid Meeting is scheduled to be held in the office of the Project Director (at the Purchaser's Address indicated below) on **09/08/2024 at 1100 Hours**. Bidders may, at their discretion, choose to participate in the Pre-Bid Meeting.

#### **Submission and Opening**

- a) **Your duly signed and stamped Form of Quotation** with the priced **Supply and Delivery Schedule** and the required documents may be submitted electronically in accordance with provisions provided at [www.hptenders.gov.in](http://www.hptenders.gov.in). on or before the closing date and time **29/08/2024 up to 1600 Hours IST**.

- b) For electronic submission of Form of Quotation and documents, a valid **Digital Signature Certificate (DSC)** issued by competent authority is an essential requirement for bidder. For more details, bidder may refer [www.hptenders.gov.in](http://www.hptenders.gov.in)
- c) Purchaser's Address : The Project Director  
Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project  
Department of Horticulture, Navbahar, Shimla,  
Himachal Pradesh 171002
- Telephone : +91 177 2990231/ 2920173
- Email : [pmuhpshiva@gmail.com](mailto:pmuhpshiva@gmail.com)
- d) Quotations shall be opened (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, omissions, or reservations to the terms, conditions, and specifications in this **Request for Quotation**;
- b) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
  - (iii) If you refuse to accept the correction, your quotation will be rejected.
  - (iv) In case of any discrepancy in rates filled in supply & delivery schedule and BOQ, the rates mentioned in BOQ will govern.

#### Award of Contract

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

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

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.
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

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

**Attachment 1**  
**SUPPLY AND DELIVERY SCHEDULE**

Description: Horticulture Input- Urea

Lot 1- Bilaspur

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.00	Urea in LOT 1 Bilaspur					
<b>15 Oct 2024 onwards</b>						
1.01	Lower Lanjtha, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	9.2	Quintal			
1.02	Dehra, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	58	Quintal			
1.03	Chharal Daloi, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	81.4	Quintal			
1.04	Chhiber, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	46.4	Quintal			
1.05	Mehrikathla, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	64.2	Quintal			
1.06	Nalti Parnal, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	30.2	Quintal			
1.07	Kasol Balh, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	60.7	Quintal			
1.08	Kasol, DB Ghumarwin, District Bilaspur, HP Dated: 15 Oct, 2024	87	Quintal			
1.09	Sandhyar Ka Krangoda, District Bilaspur, HP Dated: 15 Oct, 2024	29	Quintal			
1.10	Salnu, DB Sadar, District Bilaspur, HP Dated: 15 Oct, 2024	58	Quintal			
1.11	Salnu, DB Sadar, District Bilaspur, HP Dated: 15 Oct, 2024	58	Quintal			



Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.12	Tihri, DB Jhandutta, District Bilaspur, HP Dated: 15 Oct, 2024	84.6	Quintal			
1.13	Balhsinha, DB Jhandutta, District Bilaspur, HP Dated: 15 Oct, 2024	52.1	Quintal			
1.14	Fagog, DB Jhandutta, District Bilaspur, HP Dated: 15 Oct, 2024	58	Quintal			
1.15	Ghattewal, DB Swarghat, District Bilaspur, HP Dated: 15 Oct, 2024	58	Quintal			
<b>15 April 2025 onwards</b>						
1.16	Talwara - 2, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	73.5	Quintal			
1.17	Dehra, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	34.2	Quintal			
1.18	Chharal Daloli, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	24.7	Quintal			
1.19	Chhiber, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	46.3	Quintal			
1.20	Nalti Parnal, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	13.9	Quintal			
1.21	Kasol, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	26.3	Quintal			
1.22	Kasol Kanjeen, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	12	Quintal			
1.23	Kathalag droun, DB Ghumarwin, District Bilaspur, HP Dated: 15 April 2025	178.7	Quintal			
1.24	Karot, DB Sadar, District Bilaspur, HP	63.3	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
	Dated: 15 April 2025					
1.25	Kotlu, DB Sadar, District Bilaspur, HP Dated: 15 April 2025	114.9	Quintal			
1.26	Tihri, DB Jhandutta, District Bilaspur, HP Dated: 15 April 2025	136.9	Quintal			
1.27	Fagog, DB Jhandutta, District Bilaspur, HP Dated: 15 April 2025	68.6	Quintal			
1.28	Fagog Banjholi, DB Jhandutta, District Bilaspur, HP Dated: 15 April 2025	65.7	Quintal			
1.29	Bassi, DB Swarghat, District Bilaspur, HP Dated: 15 April 2025	72.2	Quintal			
1.30	Dulhet-2, DB Swarghat, District Bilaspur, HP Dated: 15 April 2025	171.8	Quintal			
	<b>Total</b>	<b>1937.8</b>				

### Lot 2- Hamirpur

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.00	<b>Urea in LOT 2 Hamirpur</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Parol, DB Bamsan, District Hamirpur, HP Dated: 15 Oct, 2024	33.1	Quintal			
1.02	Jol, DB Bamsan, District Hamirpur, HP Dated: 15 Oct, 2024	88.8	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.03	Kalwal, DB Bijhari, District Hamirpur, HP Dated: 15 Oct, 2024	128.2	Quintal			
1.04	Bakarti, DB Hamirpur, District Hamirpur, HP Dated: 15 Oct, 2024	50.9	Quintal			
1.05	Branda, DB Hamirpur District Hamirpur, HP Dated: 15 Oct, 2024	33.1	Quintal			
1.06	Sadhwan, DB Nadaun, District Hamirpur, HP Dated: 15 Oct, 2024	45	Quintal			
1.07	Kushiar, DB Nadaun, District Hamirpur, HP Dated: 15 Oct, 2024	79.8	Quintal			
1.08	Baag Bharmoti, DB Nadaun, District Hamirpur, HP Dated: 15 Oct, 2024	29.5	Quintal			
1.09	Manjhot, DB Nadaun, District Hamirpur, HP Dated: 15 Oct, 2024	36.6	Quintal			
<b>15 April 2025 onwards</b>						
1.10	Lambagram / Palasi at Jhinhkari, DB Bhoranj, District Hamirpur, HP Dated: 15 April. 2025	157.8	Quintal			
1.11	Lagmanwin, DB Bhoranj, District Hamirpur, HP Dated: 15 April. 2025	59.9	Quintal			
1.12	Bhalat, DB Bijhari, District Hamirpur, HP Dated: 15 April. 2025	121.8	Quintal			
1.13	Lafran, DB Bijhari, District Hamirpur, HP Dated: 15 April. 2025	137.1	Quintal			
1.14	Haar, DB Hamirpur, District Hamirpur, HP Dated: 15 April. 2025	86.4	Quintal			
1.15	Jangal ropa, DB Hamirpur, District Hamirpur, HP Dated: 15	128.7	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
	April. 2025					
1.16	Choru (Bhoo-I) , DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	30.1	Quintal			
1.17	Bhabran 1, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	65.1	Quintal			
1.18	Bhabran 2, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	74.8	Quintal			
1.19	Kashmir, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	38.8	Quintal			
1.20	Lohardha, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	29	Quintal			
1.21	Rail, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	30.3	Quintal			
1.22	Pansai, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	327.3	Quintal			
1.23	Sai Lower, DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	110.4	Quintal			
1.24	Tung (Baloh) , DB Nadaun, District Hamirpur, HP Dated: 15 April. 2025	70.4	Quintal			
1.25	Kudana, DB Sujanpur, District Hamirpur, HP Dated: 15 April. 2025	40.2	Quintal			
	<b>Total</b>	<b>2033.1</b>				

### Lot 3- Kangra

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.00	<b>Urea in LOT 3 Kangra</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Odri, DB Lambagaon, District Kangra, HP Dated: 15 Oct, 2024	37.8	Quintal			
1.02	Dheera, DB Sullah, District Kangra, HP Dated: 15 Oct, 2024	58	Quintal			
1.03	Bhatera Bassa, DB Dehra, District Kangra, HP Dated: 15 Oct, 2024	28.2	Quintal			
1.04	Bhatoli Pokhrian, DB Dehra, District Kangra, HP Dated: 15 Oct, 2024	54.3	Quintal			
<b>15 April 2025 onwards</b>						
1.05	Thandol-1, DB Bhawarna, District Kangra, HP Dated: 15 April 2025	138.6	Quintal			
1.06	Chartkhola, DB Bhawarna, District Kangra, HP Dated: 15 April 2025	73.5	Quintal			
1.07	Sidhpur Sarkari, DB Bhawarna, District Kangra, HP Dated: 15 April 2025	150.2	Quintal			
1.08	Thanpal/Chambi, DB Lambagaon, District Kangra, HP Dated: 15 April 2025	42.5	Quintal			
1.09	Banuri, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	44.8	Quintal			
1.10	Trehal, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	71.4	Quintal			
1.11	Agozar, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	23.4	Quintal			
1.12	Ladoh 2, DB Panchrukhi, District Kangra, HP Dated: 15 April 2025	48	Quintal			
1.13	Chainchadi- Kuthera, DB Sullah, District Kangra, HP Dated: 15 April 2025	28.9	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.14	Purba, DB Sullah, District Kangra, HP Dated: 15 April 2025	83.3	Quintal			
1.15	Dheera, DB Sullah, District Kangra, HP Dated: 15 April 2025	72.3	Quintal			
1.16	Gagal Khas, DB Sullah, District Kangra, HP Dated: 15 April 2025	58	Quintal			
1.17	Chah (Chandar) , DB Sullah, District Kangra, HP Dated: 15 April 2025	212.3	Quintal			
1.18	Jakhota, DB Dehra, District Kangra, HP Dated: 15 April 2025	1250	Quintal			
1.19	Bhatera Bassa, DB Dehra, District Kangra, HP Dated: 15 April 2025	52.4	Quintal			
1.20	Dhanot, DB Dehra, District Kangra, HP Dated: 15 April 2025	1184.3	Quintal			
	<b>Total</b>	<b>3712.2</b>				

**Lot 4- Mandi**

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.00	<b>Urea in LOT 4 Mandi</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Dhelu (Har), DB Chauntra, District Mandi, HP Dated: 15 Oct, 2024	81.8	Quintal			
1.02	Dol, DB Chauntra, District Mandi, HP Dated: 15 Oct, 2024	130.3	Quintal			
1.03	Bahn, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	29	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.04	Mannu Dhar(Joh) , DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	42.6	Quintal			
1.05	Chak yana, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	15.1	Quintal			
1.06	Barota, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	28.2	Quintal			
1.07	Upper Bairi, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	24	Quintal			
1.08	Lalana, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	26.1	Quintal			
1.09	Aarli Paryal, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	22.4	Quintal			
1.10	Lower (Nichali) Bairi, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	46.9	Quintal			
1.11	Dhardi 1, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	29	Quintal			
1.12	Banwaar Kalaan, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	41.4	Quintal			
1.13	Chunighat, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	52.3	Quintal			
1.14	Harnayal, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	50.7	Quintal			
1.15	Satrehar, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	37.5	Quintal			
1.16	Bharatpur (Bharouri) , DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	6.1	Quintal			
1.17	Chhapanu, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	17.4	Quintal			
1.18	Dhardi-2, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	12.7	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.19	Ghanswai, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	18	Quintal			
1.20	Balhara 1 & 2, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	29	Quintal			
1.21	Taroon, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	37.5	Quintal			
1.22	Bhaleu - Koot, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	21.5	Quintal			
1.23	Parli Paryal, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	23.2	Quintal			
1.24	Gorat, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	71.1	Quintal			
1.25	Pakhdol, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	25.2	Quintal			
1.26	Sakraim Dhar, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	31.1	Quintal			
1.27	Richhali, DB Dharampur, District Mandi, HP Dated: 15 Oct, 2024	74.3	Quintal			
1.28	Batail 2, DB Gopalpur, District Mandi, HP Dated: 15 Oct, 2024	52.9	Quintal			
1.29	Dhaniyara, DB Drang/ Sadar, District Mandi, HP Dated: 15 Oct, 2024	18.3	Quintal			
1.30	Binol, DB Drang/ Sadar, District Mandi, HP Dated: 15 Oct, 2024	30.2	Quintal			
1.31	Baragaon, DB Drang/ Sadar, District Mandi, HP Dated: 15 Oct, 2024	107	Quintal			
1.32	Dharwahan-II (Sehal) wahan, DB Gohar/ Balh, District Mandi, HP Dated: 15 Oct, 2024	86.9	Quintal			
<b>15 April 2025 onwards</b>						



Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.33	Sherpur I DB Dharampur, District Mandi, HP Dated: 15 April. 2025	4.5	Quintal			
1.34	Dhwali DB Dharampur, District Mandi, HP Dated: 15 April. 2025	43.4	Quintal			
1.35	Banerdi-2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	15.2	Quintal			
1.36	Galoo (Chanouta) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	29.9	Quintal			
1.37	Siram (Sarskan) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	52.2	Quintal			
1.38	Seoh (Balh) Nichla R DB Dharampur, District Mandi, HP Dated: 15 April. 2025	122.1	Quintal			
1.39	Tikkar Chanyar DB Dharampur, District Mandi, HP Dated: 15 April. 2025	29.6	Quintal			
1.40	Digho-Baglana (Karyal) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	18.5	Quintal			
1.41	Patti (Kot) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	52.5	Quintal			
1.42	Kharoh (Kalerka) DB Dharampur, District Mandi, HP Dated: 15 April. 2025	93.1	Quintal			
1.43	Dhalara-1 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	19.3	Quintal			
1.44	Dhalara 2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	50.4	Quintal			
1.45	Pehad DB Dharampur, District Mandi, HP Dated: 15 April. 2025	19	Quintal			
1.46	Manyoh- Lambri DB Dharampur, District Mandi, HP Dated: 15 April. 2025	169	Quintal			
1.47	Dhardi 1 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	8.7	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.48	Darwaar DB Dharampur, District Mandi, HP Dated: 15 April. 2025	74.3	Quintal			
1.49	Tarohla DB Dharampur, District Mandi, HP Dated: 15 April. 2025	58.6	Quintal			
1.50	Churu ra Balh DB Dharampur, District Mandi, HP Dated: 15 April. 2025	115.3	Quintal			
1.51	Balhara 1 & 2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	23.2	Quintal			
1.52	Lahsni DB Dharampur, District Mandi, HP Dated: 15 April. 2025	8.7	Quintal			
1.53	Kanohi DB Dharampur, District Mandi, HP Dated: 15 April. 2025	17.4	Quintal			
1.54	Senela DB Dharampur, District Mandi, HP Dated: 15 April. 2025	33.2	Quintal			
1.55	Seoh-2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	108.7	Quintal			
1.56	Kumahrda DB Dharampur, District Mandi, HP Dated: 15 April. 2025	28.9	Quintal			
1.57	Kumahrda 2 DB Dharampur, District Mandi, HP Dated: 15 April. 2025	20.8	Quintal			
1.58	Chhater DB Dharampur, District Mandi, HP Dated: 15 April. 2025	94.3	Quintal			
1.59	Skohta DB Dharampur, District Mandi, HP Dated: 15 April. 2025	17.4	Quintal			
1.60	Didnu - Riyur DB Dharampur, District Mandi, HP Dated: 15 April. 2025	30.1	Quintal			
1.61	Thouna/Dhalait, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	58.9	Quintal			
1.62	Bhadarwar Khobla, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	95.7	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.63	Rashed, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	56.5	Quintal			
1.64	Dhar, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	23	Quintal			
1.65	Bhambhla-I, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	75.1	Quintal			
1.66	Ghadhyani, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	54.2	Quintal			
1.67	Barchwar, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	85.3	Quintal			
1.68	Mataur Tanda 2, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	125.3	Quintal			
1.69	Bahi, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	75.6	Quintal			
1.70	Batial-1, DB Gopalpur, District Mandi, HP Dated: 15 April. 2025	40.2	Quintal			
1.71	Latogali, DB Gohar/ Balh, District Mandi, HP Dated: 15 April. 2025	126.9	Quintal			
1.72	Manjhagan Chudara, DB Gohar/ Balh, District Mandi, HP Dated: 15 April. 2025	58.2	Quintal			
1.73	Brikhmani, DB Gohar/ Balh, District Mandi, HP Dated: 15 April. 2025	11.7	Quintal			
1.74	Darvehad, DB Gohar/ Balh, District Mandi, HP Dated: 15 April. 2025	2.7	Quintal			
1.75	Manjhog Dhaniut, DB Gohar/ Balh, District Mandi, HP Dated: 15 April. 2025	1.3	Quintal			
1.76	Bagga Challog, DB Gohar/ Balh, District Mandi, HP Dated: 15 April. 2025	15.5	Quintal			
1.77	Dharwahan-II (Sehal, DB Gohar/ Balh, District Mandi, HP Dated: 15 April. 2025	55.5	Quintal			
	<b>Total</b>	<b>3639.6</b>				

**Lot 5- Solan, Sirmour and Una**

<b>Sl.No.</b>	<b>Item Description, Delivery Location and Tentative Delivery Schedule</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price (INR) as delivered to Site with tax</b>	<b>Unit Transportation Price (INR) as delivered to Site with tax</b>	<b>TOTAL AMOUNT with transportation (INR) including GST and all tax</b>
1.00	<b>Urea in LOT 5 Solan, Sirmour and Una</b>					
<b>15 Oct 2024 onwards</b>						
1.01	Ser-Delag, DB Kunihar, District Solan, HP Dated: 15 Oct, 2024	101.6	Quintal			
1.02	Batiakh, DB Nalagarh, District Solan, HP Dated: 15 Oct, 2024	123.3	Quintal			
1.03	Bajari 1 & 2, DB Nahan, District Sirmour, HP Dated: 15 Oct, 2024	103.7	Quintal			
1.04	Judag, DB Nahan, District Sirmour, HP Dated: 15 Oct, 2024	50.4	Quintal			
1.05	Khara, DB Paonta Sahib, District Sirmour, HP Dated: 15 Oct, 2024	52.6	Quintal			
1.06	Killour, DB Paonta Sahib, District Sirmour, HP Dated: 15 Oct, 2024	86.9	Quintal			
1.07	Sanhal, DB Bangana, District Una, HP Dated: 15 Oct, 2024	109.3	Quintal			
1.08	Boul, DB Bangana, District Una, HP Dated: 15 Oct, 2024	142.9	Quintal			
1.09	Boul - 2, DB Bangana, District Una, HP Dated: 15 Oct, 2024	86.9	Quintal			
1.10	Handola, DB Bangana, District Una, HP Dated: 15 Oct, 2024	50.8	Quintal			
<b>15 April 2025 onwards</b>						
1.11	Chunad, DB Kunihar, District Solan, HP Dated: 15 April 2025	137.5	Quintal			
1.12	Daseran, DB Kunihar, District Solan, HP Dated: 15 April 2025	194	Quintal			

<b>Sl.No.</b>	<b>Item Description, Delivery Location and Tentative Delivery Schedule</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price (INR) as delivered to Site with tax</b>	<b>Unit Transportation Price (INR) as delivered to Site with tax</b>	<b>TOTAL AMOUNT with transportation (INR) including GST and all tax</b>
1.13	Datti, DB Kunihar, District Solan, HP Dated: 15 April 2025	28	Quintal			
1.14	Giana, DB Kunihar, District Solan, HP Dated: 15 April 2025	97.6	Quintal			
1.15	Jailang, DB Kunihar, District Solan, HP Dated: 15 April 2025	78.2	Quintal			
1.16	Pajeena, DB Kunihar, District Solan, HP Dated: 15 April 2025	78.1	Quintal			
1.17	Sai, DB Kunihar, District Solan, HP Dated: 15 April 2025	58.5	Quintal			
1.18	Beli khol , DB Nalagarh, District Solan, HP Dated: 15 April 2025	187.1	Quintal			
1.19	Palli, DB Nalagarh, District Solan, HP Dated: 15 April 2025	97.1	Quintal			
1.20	Sour, DB Nalagarh, District Solan, HP Dated: 15 April 2025	314	Quintal			
1.21	Bhogpur, DB Nahan, District Sirmour, HP Dated: 15 April 2025	73.8	Quintal			
1.22	Budriyon, DB Nahan, District Sirmour, HP Dated: 15 April 2025	131.2	Quintal			
1.23	Dungi Sher, DB Nahan, District Sirmour, HP Dated: 15 April 2025	51.3	Quintal			
1.24	Goant, DB Nahan, District Sirmour, HP Dated: 15 April 2025	69.5	Quintal			
1.25	Kherichandan 1, DB Nahan, District Sirmour, HP Dated: 15 April 2025	116.5	Quintal			

Sl.No.	Item Description, Delivery Location and Tentative Delivery Schedule	Quantity	Units	Unit Price (INR) as delivered to Site with tax	Unit Transportation Price (INR) as delivered to Site with tax	TOTAL AMOUNT with transportation (INR) including GST and all tax
1.26	Rama, DB Nahan, District Sirmour, HP Dated: 15 April 2025	59.8	Quintal			
1.27	Fatehpur, DB Paonta sahib, District Sirmour, HP Dated: 15 April 2025	48.8	Quintal			
1.28	Nalwari, DB Bangana, District Una, HP Dated: 15 April 2025	356.2	Quintal			
1.29	Dumkhar, DB Bangana, District Una, HP Dated: 15 April 2025	94	Quintal			
1.30	Dulehri, DB Bangana, District Una, HP Dated: 15 April 2025	85.8	Quintal			
1.31	Thana Khurd, DB Bangana, District Una, HP Dated: 15 April 2025	278.6	Quintal			
1.32	Chadoli, DB Bangana, District Una, HP Dated: 15 April 2025	171	Quintal			
1.33	Dobad, DB Bangana, District Una, HP Dated: 15 April 2025	92.6	Quintal			
1.34	Muchali, DB Bangana, District Una, HP Dated: 15 April 2025	184.6	Quintal			
	<b>Total</b>	<b>3992.2</b>				

## Attachment II Technical Specifications

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

The Item wise specifications are mentioned below: -

S. No.	Item	Specifications	Desired Commodity Packaging	Brand Name <sup>2</sup>
1	Urea	Should contain 46% Nitrogen	45 Kg bag	

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

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

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

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

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

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

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

Lot 1: \_\_\_\_\_  
(amount in words and figures)

Lot 2: \_\_\_\_\_  
(amount in words and figures)

Lot 3: \_\_\_\_\_  
(amount in words and figures)

Lot 4: \_\_\_\_\_  
(amount in words and figures)

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

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

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

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



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

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

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

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

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

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

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

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

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

**ACCEPTANCE**

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

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

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

Whereas the Purchaser has requested for quotation for horticulture inputs Urea to be supplied by Supplier in accordance with the **Contract** and has accepted the Quotation by the Supplier in the amount of \_\_\_\_\_ [amount in words] \_\_\_\_\_ [amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

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

IN WITNESS whereof the parties hereto have executed the Contract under the laws of India on the date indicated above.

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

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

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

## **CONTRACT TERMS AND CONDITIONS**

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

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

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

### **1. Definitions**

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means the horticulture inputs Urea / Water Soluble Phosphorus/ Water Soluble Potassium/Neem cake/ COC/ Cyantraniliprole/ Spinosad/ Mulch Sheet] that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, i.e. Department of Horticulture, Himachal Pradesh.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

### **2. Applicable Law**

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

### **3. Language**

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

### **4. Assignment**

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

### **5. Fraud and Corruption**

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

**6. Fixed Contract Price**

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

**7. Delivery Schedule**

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding three months from the date of signing of contract. A pre-dispatch inspection will be conducted by a team of technical officers of Department of Horticulture, Himachal Pradesh before the dispatch of the Goods.

7.2 The Purchaser reserves the right to vary the quantities of purchase by (+/-) 25% of the quantities stated in the Supply and Delivery Schedule at the same unit rates.

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

7.4 Contract period will be 12 months.

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

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

Supplier confirms compliance with above specifications.

**9. Delivery and Documents**

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

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

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

**10. Taxes and Duties**

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

**11. Payment**

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

- (a) 10% within 14 days of signing the contract. Payment shall be made upon presentation by the Supplier of verifiable proof of availability of goods ready for shipment/delivery.
- (b) 80% within 30 days from receipt 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 Clause Deleted.

**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.
- 13.2 If defect are not repairable, the goods supplied will be replaced without any extra cost to purchaser

**14. Resolution of Disputes**

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

**15. Failure to Perform**

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

**16. Force Majeure**

- 16.1 The Supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
  - (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
  - (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

**17. Termination Due to Integrity Violation**

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

**18. Accounts and Records**

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

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

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

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

**20. Health and Safety**

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