

# LOT 1 – SUPPLY AND DELIVERY OF MICROCOMPUTERS AND PERIPHERALS

## Lot 1 - Attachment 1

### SUPPLY AND DELIVERY SCHEDULE of Microcomputers and Peripherals

**INSTRUCTIONS TO BIDDER:**

- (1) Submit a fully priced **Supply, Delivery and Price Schedule**. **All rows and columns must be filled out** according to your offer.
- (2) If your proposed delivery schedule/(s) exceed/(s) the required delivery schedule/(s) set out below, please provide **justification / explanation**.

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
1	Laptop	Operating System: iOS Screen size:15.3" Screen Resolution: 2880x1864 pixels Processor: M2 8-core PU, 10-core GPU Storage: 256GB SSD RAM: 8GB Software: includes licensed office productivity software Accessories: includes wireless mouse Warranty: 1 year	unit	1			Within thirty (30) working days from the date of signing of the contract
2	Laptop	Processor: Core i5 12500H Storage: 512GB M.2 NVME PCIe SSD RAM: 8GB GDDR5 Software: includes licensed office productivity software Warranty: 1 year	unit	3			Within thirty (30) working days from the date of signing of the contract
3	Desktop/ Computer	Processor: Core i7-13700F 13TH Gen Storage: 1TB NVME M.2 SSD + 1TB HDD RAM: 32GB DDR5 6000MHz Graphics Card: RTX4060 Ti Monitor: 27" Full HD, 144Hz refresh rate Software: Includes licensed office productivity software Accessories: Includes mechanical keyboard and mouse Warranty: 1 year	unit	6			Within thirty (30) working days from the date of signing of the contract
4	Projector	Resolution: 800x600p Brightness: 4000 Lumens Screen size: 300 inches Lamp life: 6000 hours Resolution Support: VGA (640 x 480) to Full HD (1920 x 1080) Projection System: 0.65" WXGA Frequency: 120Hz	unit	1			Within thirty (30) working days from the date of signing of the contract

	Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
		Operating System: HD Android System with HDMI connector Warranty: 1 year					
5	Laser Meter	Measuring Range: 80m Measuring Accuracy: ± 1.5mm Battery: type AAA 2 × 1.5 V Dimensions:116 × 44 × 26 mm Warranty: 1 year	unit	3			Within thirty (30) working days from the date of signing of the contract
6	Drone	Sensor: 1/2.3-inch CMOS sensor Photo Resolution: 12-megapixel photos Video Resolution: 2.7K video Gimbal: Three-axis gimbal Wind resistance: up to 10.7 m/s Maximum flight time: 31 minutes Transmission range: up to 10km (using O2 transmission) Warranty: 2 years	unit	1			Within thirty (30) working days from the date of signing of the contract
7	Wireless router	WiFi Data Rate: <ul style="list-style-type: none"> <li>802.11a: up to 54 Mbps</li> <li>WiFi 5 (802.11ac): up to 867 Mbps</li> </ul> Operating Frequency: 2.4GHz / 5GHz Processor: 74Kc MIPS processor with 64 KB I-Cache Memory: 16 MB Flash, 128 MB RAM I/O Ports <ul style="list-style-type: none"> <li>RJ45 for Gigabits BaseT for WAN x 1,</li> <li>RJ45 for Gigabits BaseT for LAN x 4</li> <li>USB 2.0 x 1</li> </ul> Warranty: 1 year	unit	2			Within thirty (30) working days from the date of signing of the contract
8	Network Printer A3	Printer Type: Compact A3 Wi-Fi all-in-one ink tank printer Print resolution: 4800 x 1200dpi Print speed: <ul style="list-style-type: none"> <li>38ppm for black &amp; white and</li> <li>24ppm for colour</li> </ul> Paper handling: <ul style="list-style-type: none"> <li>250-sheet front tray for standard paper sizes</li> <li>rear media feed for A3+ size</li> </ul> ADF: 35-sheet capacity for A4 size Display: LCD screen Functions: Print, scan, copy Ink system: Uses 101 series ink bottles (B, Y, C, M) Warranty: 1 year	unit	3			Within thirty (30) working days from the date of signing of the contract
9	Group Videoconferencing System with mic and speaker set	<u>Camera</u> Full-HD Video Camera <ul style="list-style-type: none"> <li>Resolution: 1080p30 (full HD, 40 frames per second)</li> <li>Field of view: 90°</li> <li>Pan &amp; tilt: <ul style="list-style-type: none"> <li>Pan: 230°</li> <li>Tilt: 130°</li> </ul> </li> <li>Codec: H.264 UVC 1.5 with Scalable Video Coding (SVC)</li> <li>Tripod Mounting Thread: 1/4" – 20</li> </ul> <u>Speakerphone</u>	set	1			Within thirty (30) working days from the date of signing of the contract

Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
	<p>High-quality duplex speakerphone</p> <ul style="list-style-type: none"> <li>• Microphones <ul style="list-style-type: none"> <li>○ Array: 4 x omnidirectional</li> <li>○ Frequency Response: 100 Hz - 11 kHz</li> <li>○ Sensitivity: -28 dB ±3 dB</li> </ul> </li> <li>• Speakers <ul style="list-style-type: none"> <li>○ Frequency Response: 120 - 14 kHz</li> <li>○ Sensitivity: 83 dBSPL ±3 dB at 1 W / 1 m</li> <li>○ Max Output: 91 dBSPL</li> <li>○ Distortion: &lt;5% from 200 Hz</li> </ul> </li> </ul> <p><u>Additional Features</u>  Wireless Remote Control  Use with Industry Standard Platforms</p> <p>Warranty: 1 year</p>					
10	Scanner Scan Weight: 50 gsm to 209 gsm Connectivity: USB 2.0 Warranty: 1 year	piece	2			Within thirty (30) working days from the date of signing of the contract
11	<u>Monitor Specifications</u> Panel Size: 27 inches Aspect Ratio: 16:9 Backlight Type: LED Panel Type: IPS Resolution: 1920x1080 (full HD) Color Space (sRGB): 99% Display Colors: 16.7M Refresh Rate (Max): 180Hz Flicker-free: Yes Color Temp. Selection: Yes (4 modes) Low Blue Light: Yes  <u>Audio Feature</u> Speaker: Yes (2Wx2)  <u>I/O Ports</u> DisplayPort: 1.2 x 1 HDMI: (v2.0) x 2 Earphone Jack: Yes  Warranty: 1 year	piece	4			Within thirty (30) working days from the date of signing of the contract

## Lot 1 - Attachment 2

### TECHNICAL SPECIFICATIONS of Microcomputers and Peripherals

INSTRUCTION TO BIDDER:

- (1) **All rows and columns must be completely filled out** according to your offer. Do not leave any row or column blank.
- (2) If your offered technical specifications are **different** from the preferred technical specifications, **please provide justification / explanation.**

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
1	Laptop	Operating System: iOS Screen size:15.3" Screen Resolution: 2880x1864 pixels Processor: M2 8-core PU, 10-core GPU Storage: 256GB SSD RAM: 8GB Software: includes licensed office productivity software Warranty: 1 year	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
2	Laptop	Processor: Core i5 12500H Storage: 512GB M.2 NVME PCIe SSD RAM: 8GB GDDR5 Software: includes licensed office productivity software Warranty: 1 year	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
3	Desktop/ Computer	Processor: Core i7-13700F 13TH Gen Storage: 1TB NVME M.2 SSD + 1TB HDD RAM: 32GB DDR5 6000MHz Graphics Card: RTX4060 Ti Monitor: 27" Full HD, 144Hz refresh rate	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
		Software: Includes licensed office productivity software Accessories: Includes mechanical keyboard and mouse Warranty: 1 year					
4	Projector	Resolution: 800x600p Brightness: 4000 Lumens Screen size: 300 inches Lamp life: 6000 hours Resolution Support: VGA (640 x 480) to Full HD (1920 x 1080) Projection System: 0.65" WXGA Frequency: 120Hz Operating System: HD Android System with HDMI connector Warranty: 1 year	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
5	Laser Meter	Measuring Range: 80m Measuring Accuracy: ± 1.5mm Battery: type AAA 2 x 1.5 V Dimensions: 116 x 44 x 26 mm Warranty: 1 year	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
6	Drone	-Sensor: 1/2.3-inch CMOS sensor Photo Resolution: 12-megapixel photos Video Resolution: 2.7K video Gimbal: Three-axis gimbal Wind resistance: up to 10.7 m/s Maximum flight time: 31 minutes Transmission range: up to 10km (using O2 transmission) Warranty: 2 years	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of two (2) years from delivery and TESDA's acceptance]</i>
7	Wireless router	WiFi Data Rate: <ul style="list-style-type: none"> <li>802.11a: up to 54 Mbps</li> <li>WiFi 5 (802.11ac) : up to 867 Mbps</li> </ul> Operating Frequency: 2.4GHz / 5GHz Processor: 74Kc MIPS processor with 64 KB I-Cache	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
		Memory: 16 MB Flash, 128 MB RAM I/O Ports <ul style="list-style-type: none"> <li>• RJ45 for Gigabits BaseT for WAN x 1,</li> <li>• RJ45 for Gigabits BaseT for LAN x 4</li> <li>• USB 2.0 x 1</li> </ul> Warranty: 1 year					
8	Network Printer A3	Printer Type: Compact A3 Wi-Fi all-in-one ink tank printer Print resolution: 4800 x 1200dpi Print speed: <ul style="list-style-type: none"> <li>• 38ppm for black &amp; white and</li> <li>• 24ppm for colour</li> </ul> Paper handling: <ul style="list-style-type: none"> <li>• 250-sheet front tray for standard paper sizes</li> <li>• rear media feed for A3+ size</li> </ul> ADF: 35-sheet capacity for A4 size Display: LCD screen Functions: Print, scan, copy Ink system: Uses 101 series ink bottles (B, Y,C,M) Warranty: 1 year	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
9	Group Videoconferencing System with mic and speaker set	<u>Camera</u> Full-HD Video Camera <ul style="list-style-type: none"> <li>• Resolution: 1080p30 (full HD, 40 frames per second)</li> <li>• Field of view: 90°</li> <li>• Pan &amp; tilt:               <ul style="list-style-type: none"> <li>○ Pan: 230°</li> <li>○ Tilt: 130°</li> </ul> </li> <li>• Codec: H.264 UVC 1.5 with Scalable Video Coding (SVC)</li> <li>• Tripod Mounting Thread: 1/4" – 20</li> </ul>	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
		<p><u>Speakerphone</u> High-quality duplex speakerphone</p> <ul style="list-style-type: none"> <li>• Microphones <ul style="list-style-type: none"> <li>○ Array: 4 x omnidirectional</li> <li>○ Frequency Response: 100 Hz - 11 kHz</li> <li>○ Sensitivity: -28 dB ±3 dB</li> </ul> </li> <li>• Speakers <ul style="list-style-type: none"> <li>○ Frequency Response: 120 - 14 kHz</li> <li>○ Sensitivity: 83 dBSPL ±3 dB at 1 W / 1 m</li> <li>○ Max Output: 91 dBSPL</li> <li>○ Distortion: &lt;5% from 200 Hz</li> </ul> </li> </ul> <p><u>Additional Features</u> Wireless Remote Control Use with Industry Standard Platforms</p> <p>Warranty: 1 year</p>					
10	Scanner	<p>Scan Weight: 50 gsm to 209 gsm Connectivity: USB 2.0 Warranty: 1 year</p>	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
11	Monitor	<p><u>Monitor Specifications</u> Panel Size: 27 inches Aspect Ratio: 16:9 Backlight Type: LED Panel Type: IPS</p>	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
		Resolution: 1920x1080 (full HD) Color Space (sRGB): 99% Display Colors: 16.7M Refresh Rate (Max): 180Hz Flicker-free: Yes Color Temp. Selection: Yes (4 modes) Low Blue Light: Yes  <u>Audio Feature</u> Speaker: Yes (2Wx2)  <u>I/O Ports</u> DisplayPort: 1.2 x 1 HDMI: (v2.0) x 2 Earphone Jack: Yes  Warranty: 1 year		write "N/A"]			



# FORM OF QUOTATION (Microcomputers and Peripherals)

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

To: **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**  
Central Office, East Service Road, South  
Luzon Expressway,  
Fort Bonifacio, Western Bicutan, Taguig City

We offer to execute the **Supply and delivery of Microcomputers and Peripherals (G401-A)** accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency]\_\_\_\_\_. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

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

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

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

Name of Supplier : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_  
Fax Number, if any : \_\_\_\_\_  
Email address (optional): \_\_\_\_\_

## ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.

Name of Purchaser : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Date : \_\_\_\_\_

# CONTRACT

Name of Country: Philippines

**Project Name: Loan 4268-PHI: Supporting Innovation in Philippine Technical and Vocational Education and Training System (SIPTVETS) Project**

**Name of Contract:** Supply and delivery of Microcomputers and Peripherals

**Contract Number:** G401-A

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

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

The Purchaser and the Supplier agree as follows:

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

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

<b>Signature and seal of the Purchaser:</b> For and on behalf of  _____ Name of Authorized Representative	<b>Signature and seal of the Supplier:</b> For and on behalf of  _____ Name of Authorized Representative
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# CONTRACT TERMS AND CONDITIONS

Project Name: Supply and delivery of Microcomputers and Peripherals  
Purchaser: Technical Education And Skills Development Authority  
Package No.: G401-A

## 1. Definitions

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

## 2. Applicable Law

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

## 3. Language

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

## 4. Assignment

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

## 5. Fraud and Corruption

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

**6. Fixed Contract Price**

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

**7. Delivery Schedule**

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding \_\_\_\_\_ months from the date of signing of contract.

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

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

Supplier confirms compliance with above specifications.

**9. Delivery and Documents**

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

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

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable 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) 90% within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and
- (b) 10% within 14 days upon submission of 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.

**13. Defects**

- 13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**14. Resolution of Disputes**

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

**15. Failure to Perform**

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

**16. Force Majeure**

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

**17. Termination Due to Integrity Violation**

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

**18. Accounts and Records**

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

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

- 19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,
- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative,

of such suspension within 7 days of having received ADB's suspension notice.

- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.