



Republic of the Philippines
TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
ISO 9001: 2015 Certified



REQUEST FOR QUOTATIONS – SUPPLY of GOODS

For projects governed by Procurement Regulations for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2017)

RFQ No.: G401-C – Supply and Delivery of Office Tools and Equipment for the Project Management Office

Project: Loan 4268-PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project

Client: Technical Education and Skills Development Authority

Issued on: November 15, 2024

REQUEST FOR QUOTATIONS - GOODS (RFQG)

Project Title : Supply and Delivery of Office Tools and Equipment for the Project Management Office
Source of Funding : Loan 4268-PHI: Supporting Innovation in Philippine Technical and Vocational Education and Training System (SIPTVETS)
Contract Ref : G401-C **Date of Issue of Request** : November 15, 2024

To : _____

Sir/Madam:

1. The Purchaser, **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)**, hereby requests you to submit price quotation/(s) based on the prevailing market price/(s) for the supply of the following items:

- (i) Laser Meters
- (ii) Drone
- (iii) Group Video Conferencing System with Microphone and Speakers

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

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
- (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
 - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation/(s)** and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of the contract. Specifically:
- (a) you/your firm must have an experience in supplying tools or equipment in at least one contract in the last 3 years; and
 - (b) with one contract at least Php 130,000.00; or two (2) contracts of at least Php65,000 each.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be **Philippine Peso**.
- (b) The prices should be quoted for supply and delivery to **TESDA Central Office, East Service Road, South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City**, and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in **English** language) for each item quoted, including names and addresses of firms providing after-sales service facilities in **Taguig City or National Capital Region**.
- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation(s) should be valid for a period of **90** days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years

Submission and Opening

- (f) Your **Form of Quotation/(s)** with the priced **Supply and Delivery Schedule** should be submitted by **25 November 2024, no later than 12:00 PM in the afternoon**, with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address	<u>3F Procurement Division, TESDA Central Office, East Service Road, South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City</u>
Contact Person	<u>Ms. Arcadia Creselda P. Balinas – Chief, Procurement Division</u>
Telephone	<u>02-8893-8296</u>

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on same date as for quotation submission at **1:30PM in the afternoon** and at the following address: **Gabriela Silang Room, TESDA Women's Center, TESDA Central Office, East Service Road, South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City.**

Evaluation and Comparison

- (h) 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**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

Award of Contract

- (j) The Purchaser shall award the contract to the Supplier/(s) whose quotation/(s) has/have been determined to be substantially responsive to this **Request for Quotation** and who has/have offered the lowest price quotation/(s).
 - (k) The Supplier/(s) whose quotation/(s) has/have been accepted will be notified by the Purchaser within **ninety (90) days** from the date of submission of quotation/(s) through the return of a copy/(ies) of the **Form(s) of Quotation with Acceptance** signed by the authorized representative of the Purchaser.
 - (l) The successful Supplier/(s) shall sign the **Contract(s)** governed by the **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in the Philippines.
5. Further information can be obtained from:
- | | |
|-----------|---|
| Name | <u>Ms. Jela Mae Arcano – Head, PMO Procurement</u> |
| Address | <u>3F Procurement Division, TESDA Central Office, East Service Road, South Luzon Expressway, Fort Bonifacio, Western Bicutan, Taguig City</u> |
| Telephone | <u>02-8893-8296</u> |
| E-mail | <u>bacsecretariat_siptvets@tesda.gov.ph</u> |
- 6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract(s)** resulting from this **Request for Quotation(s)**.
 - 7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
 - 8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

(a) Name of Institution: _____

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

(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____

(c) Reason for the debarment, ineligibility, or blacklisting: _____

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

If so charged or convicted, please state details:²

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,



MS. ARCADIA CRESELDA P.

BALINAS

Chief Administrative Officer

Procurement Division

(Purchaser)

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

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Instructions to Suppliers: Submit a fully priced Supply, Delivery and Price Schedule. All rows and columns must be filled out according to your offer.

Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
1	Laser Meter Measuring Range: 80m Measuring Accuracy: ± 1.5mm Warranty: 1 year	piece	3			Within thirty (30) days from the date of signing of the contract
2	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	piece	1			Within thirty (30) days from the date of signing of the contract
3	Group Video Conferencing System with Microphone and Speakers Camera Full-HD Video Camera Resolution: 1080p30 (full HD, 40 frames per second) Field of view: 90° Pan & tilt: ○ Pan: 230° ○ Tilt: 130° Codec: H.264 UVC 1.5 with Scalable Video Coding (SVC) Tripod Mounting Thread: 1/4" – 20	piece	1			Within thirty (30) days from the date of signing of the contract

Item	Description	Unit	Qty.	Unit Price	Total Price	Delivery Schedule
	<p>Speakerphone High-quality duplex speakerphone</p> <ul style="list-style-type: none"> • Microphones <ul style="list-style-type: none"> ○ Array: 4 x omnidirectional ○ Frequency Response: 100 Hz -11 KHz ○ Sensitivity: -28 dB ±3 dB • Speakers <ul style="list-style-type: none"> ○ Frequency Response: 120 – 14 KHz ○ Sensitivity: 83 dB SPL ±3 dB at 1 W / 1 m ○ Max Output: 91 dB SPL ○ Distortion: <5% from 200 Hz <p><u>Additional Features</u> Wireless Remote Control Use with Industry Standard Platforms Warranty: 1 year</p>					
Total Offer						

Signature of the Supplier:
For and on behalf of

Name of Authorized Representative

Attachment 2

TECHNICAL SPECIFICATIONS

Instruction to Supplier: All rows and columns must be filled out according to your offer. Do not leave any row/column/item blank.

Item No.	Item	Preferred Technical Specifications	Offered Technical Specifications	Offered Warranty
1	Laser Meter	Measuring Range: 80m Measuring Accuracy: ± 1.5mm Warranty: 1 year	Brand/Model: _____ Measuring Range: _____ Measuring Accuracy: _____ Note: Attach copy of brochure / specifications with photo.	Warranty: _____
2	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	Brand/Model: _____ Sensor: _____ Photo resolution: _____ Video resolution: _____ Gimbal: _____ Wind resistance: _____ Maximum flight time: _____ Transmission range: _____ Note: Attach copy of brochure / specifications with photo.	Warranty: _____

Item No.	Item	Preferred Technical Specifications	Offered Technical Specifications	Offered Warranty
3	Group Video Conferencing System with Microphone and Speakers	<p>Camera</p> <ul style="list-style-type: none"> • Full-HD Video Camera • Resolution: 1080p30 (full HD, 40 frames per second) • Field of view: 90° • Pan & tilt: <ul style="list-style-type: none"> ○ Pan: 230° ○ Tilt: 130° • Codec: H.264 UVC 1.5 with Scalable Video Coding (SVC) • Tripod Mounting Thread: 1/4" – 20 <p>Speakerphone</p> <ul style="list-style-type: none"> • High-quality duplex speakerphone • Microphones <ul style="list-style-type: none"> ○ Array: 4 x omnidirectional ○ Frequency Response: 100 Hz -11 KHz ○ Sensitivity: -28 dB ±3 dB • Speakers <ul style="list-style-type: none"> ○ Frequency Response: 120 – 14 KHz ○ Sensitivity: 83 dB SPL ±3 dB at 1 W / 1 m ○ Max Output: 91 dB SPL ○ Distortion: <5% from 200 Hz <p>Additional Features</p> <ul style="list-style-type: none"> • Wireless Remote Control • Use with Industry Standard Platforms • Warranty: 1 Year 	<p><u>Full-HD Camera</u></p> <p>Brand/Model: _____</p> <p>Resolution: _____</p> <p>Field of view: _____</p> <p>Pan & tilt: _____</p> <p>Codec: _____</p> <p>Video coding: _____</p> <p>Tripod Mounting Thread: _____</p> <p><i>Notes: Attach copy of brochure / specifications with photo.</i></p> <p><u>High-quality duplex Speakerphone - Microphones</u></p> <p>Brand/Model: _____</p> <p>Array: _____</p> <p>Frequency response: _____</p> <p>Sensitivity: _____</p> <p><u>High-quality duplex Speakerphone - Speakers</u></p> <p>Brand/Model: _____</p> <p>Frequency response: _____</p> <p>Sensitivity: _____</p>	<p>Warranty: _____</p>

Item No.	Item	Preferred Technical Specifications	Offered Technical Specifications	Offered Warranty
			<p>Max Output: _____</p> <p>Distortion: _____</p> <p><u>Additional Features</u></p> <p>_____</p> <p>_____</p> <p><i>Note: Attach copy of brochure / specifications with photo.</i></p>	

Signature of the Supplier:
For and on behalf of

Name of Authorized Representative

AFTER SALES SERVICE FACILITIES

Instruction to Supplier: For your quoted brands, please provide the list of After Sales Service Facilities located in **Taguig City and/or the National Capital Region**. This is required to be filled out.

Brand / Company Name	Name of After Sales Service Facility	Address

Signature of the Supplier:
For and on behalf of

Name of Authorized Representative

ELIGIBILITY

Instruction to Supplier: Please fill out completely and refer to RFQG para. 3(a) and 3(b) for the eligibility requirements. This is required to be filled out.

Client Name	*Amount of Contract / Purchase Order	Date of Contract / PO (should be from 2021-2024 only)
1.		
2.		

***Note:** Amount of contract / PO should be:

- (a) At least Php130,000 for one (1) contract; OR
- (b) At least Php65,000 for two (2) contracts.

Attach copy of Contract / PO or any proof showing Client's Name and Amount.

Signature of the Supplier:
For and on behalf of

Name of Authorized Representative

FORM OF QUOTATION

_____ (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 Office Tools and Equipment for Project Management Office (G401-C)** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency]_____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

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

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

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

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

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 7 days from receipt. Please provide a Performance Security for the due performance of the Contract, within 14 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 Office Tools and Equipment for Project Management Office

Contract Number: G401-C

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.

Signature and seal of the Purchaser: For and on behalf of _____ Name of Authorized Representative	Signature and seal of the Supplier: For and on behalf of _____ Name of Authorized Representative
---	--

CONTRACT TERMS AND CONDITIONS

Project Name: Supply and delivery of Office Tools and Equipment for Project Management Office
Purchaser: Technical Education And Skills Development Authority
Package No.: G401-C

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 two (2) 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 days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

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

15. Failure to Perform

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

16. Force Majeure

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

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

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

17. Termination Due to Integrity Violation

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

18. Accounts and Records

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

19. Suspension of ADB Loan or Credit

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

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