



ASSAM SKILL UNIVERSITY PROJECT

Guwahati Office: 3rd Floor, DECT Office Complex, Rehabari, Guwahati – 781008

No. ASDM/ASUP/77/2023/GS05h/19

Dated Guwahati the 15th March 2023

REQUEST FOR QUOTATION

Sealed quotation is invited from reputed supplier for Supply, delivery, and installation electronics items for Project Management Unit (PMU) under Assam Skill University Project (ASUP). Request For Quotation (RFQ) document is available at <https://asu.ac.in/tenders.php> with RFO Notice No. [ASDM/ASUP/77/2023/GS05h](https://asu.ac.in/tenders.php) and the same is available at SPPP Portal - <https://sppp.assam.gov.in/>

Last date of submission of the quotation is **31.03.2023** on or before **02:00 PM**. Interested bidders may drop their sealed quotations in the tender box at:

O/o of the Chief Executive Officer.
Assam Skill University Project
3rd Floor, DECT Building
Rehabari, Guwahati - 781008

(Ankur Jain, IPS)
Chief Executive Officer (CEO)
Assam Skill University Project (ASUP)
DECT Complex, Rehabari, Guwahati-08

Memo No. ASDM/ASUP/77/2023/GS05h/19-A

Dated Guwahati the 15th March 2023

Copy to:

1. Notice Board Assam Skill University Project.
2. <https://asu.ac.in/> [Assam Skill University Website].
3. <https://sppp.assam.gov.in/> (State Public Procurement Portal of Assam).

REQUEST FOR QUOTATIONS

AC FOR PMU

Package No: GS-05h

Under

Assam Skill University Project (ASUP)

March 2023

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REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Assam Skill University Project
 Source of Funding : 4166-IND/ Assam Skill University Project
 Contract Ref : ASDM/ASUP/77/2023/GS05h Date of Issue of Request: 16/03 /2023
 Package Id :GS-05h

To :

Sir/Madam:

1. The **Assam Skill Development Mission (ASDM)** hereby requests you to submit price quotation/(s) for the supply of the following items:

Sl.	Item Name	Quantity (Nos.)
1	1.5-ton Inverter Split AC (5 Star) including Installation.	02
2	2-ton Inverter Split AC (5 Star) including Installation.	06
3	4-ton Tower AC including Installation	02
4	Single Door Fridge 185 Lt	01
5	Microwave 21 Lt	01

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. **The Quotation shall comprise the following:**

- a) Form of Quotation
- b) Technical Specifications: confirmation that the offered Goods and Related Services conform to the required specifications;
- c) Complete address and contact details of the Bidder having the following information:
 Name of Firm:
 Firm Representative Name:
 Address for communication:
 Mobile No.:
 Electronic Mail Identification (E-mail ID):
- d) GST Registration Certificate
- e) Up-to-date valid Trade License.
- f) PAN card.
- g) Bank details.

3. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:

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- (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.

4. **Qualification of the Bidder:**

- (a) Supplies for any particular item in each quotation should be from one manufacturer only. Quotations offering supplies from different manufacturers for the same item in the quotation will be treated as non-responsive.
- (b) Price Quotation should contain the price for all items. If the price quotation is missing any item, then the quotation will be rejected.
- (c) Experience as a main supplier of at least one contract in the last 5 calendar years from the date of Quotation Invitation of **INR 5.8 lakh** with nature similar to the major item (AC) in the supply schedule of this contract.

5. Your quotation 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, Installation and Price Schedule**. The currency of quoted prices and payment shall be **Indian Rupees (INR)**.
- (b) The prices should be quoted for supply and delivery to **Project Management Unit (PMU), Assam Skill University Project, 3rd Floor, DECT Building, Rehabari, Guwahati 781008** 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 **Guwahati, Assam**.
- (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 45 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.

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Submission and Opening

- (f) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by 31/03/2023 at 2.00PM with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address: Chief Executive Officer
 Assam Skill University Project (ASUP),
 3rd Floor, DECT Building,
 Rehabari, Guwahati 781008

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on 31/03/2023 at 2.15PM and at the following address.

O/o of the Chief Executive Officer
 Assam Skill University Project (ASUP),
 3rd Floor, DECT Building,
 Rehabari, Guwahati 781008

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 whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation. Accordingly, award will be given to only one supplier.
- (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within **21 days** (Twenty-one Days) from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
- (l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. "In addition to the quoted price, the contract price shall include all prevailing taxes in India.

6. Further information can be obtained from:

Name : O/o the Chief Executive Officer
 Procurement Cell, ASUP
 Address : Assam Skill University Project (ASUP),
 3rd Floor, DECT Building,
 Rehabari, Guwahati 781008

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E-mail : asup.assam@gmail.com

- 7. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
- 8. 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.
- 9. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

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

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

- 10. 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: _____

- 11. 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.

- 12. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic

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

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

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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).

- 13. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
- 14. Please confirm by e-mail whether or not you will submit the price quotation(s).

Sincerely,



Chief Executive Officer,
Assam Skill University Project

Attachment 1

PRICE, SUPPLY AND DELIVERY SCHEDULE

Item Name	Make and Model No of the Item*	Unit	Unit Price (including all Taxes)	Total Price	Price Validity (in Days)	Delivery Schedule
1.5-ton Inverter Split AC (5 Star) including Installation.		02			45 days from the deadline for submission of the quotation	As per Clause 7.1 of Terms and conditions
2-ton Inverter Split AC (5 Star) including Installation.		06				
4-ton Tower AC including Installation		02				
Single Door Fridge 185 Lt		01				
Microwave 21 Lt		01				
TOTAL						
(in words)						

*to be quoted as per the Attachment 2- Technical Specifications.

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Attachment 2
TECHNICAL SPECIFICATIONS

Specification for 1.5-ton Inverter Split AC (5 Star) including Installation (No 2)

Sl. No	Specification Head/Component	Minimum Requirement
1	Nominal Cooling Capacity (tonnage)	1.5
2	(Rated) Voltage/Frequency/Phase	5 star
3	Compressor Type	Inverter Rotary
4	Acoustic Jacket On Compressor	Yes
5	Refrigerant Quantity(Kg)	0.93
6	Ambient Temp (Cooling) (degree C)	54
7	Remote	LCD Remote with Display
8	Power Supply to ODU Source(Core/Gauge)	4C * 1.5sqmm
9	Power Supply to IDU Source(Core/Gauge)	3C * 1.5sqmm
10	Remote Battery Type	AAA
11	Features Refrigerant	R32
12	Features Condenser Type	100% Copper
13	Air Conditioner Technology	Inverter
14	Warranty	3 Yrs Onsite Warranty
15	Installation Requirement	Yes

Specification for 2-ton Inverter Split AC (5 Star) including Installation (No 6)

Sl. No	Specification Head/Component	Minimum Requirement
1	Nominal Cooling Capacity (tonnage)	2.0
2	(Rated) Voltage/Frequency/Phase	5 star
3	Compressor Type	Inverter Rotary
4	Acoustic Jacket On Compressor	Yes
5	Refrigerant Quantity(Kg)	0.93
6	Ambient Temp (Cooling) (degree C)	54
7	Remote	LCD Remote with Display
8	Power Supply to ODU Source(Core/Gauge)	4C * 1.5sqmm
9	Power Supply to IDU Source(Core/Gauge)	3C * 1.5sqmm
10	Remote Battery Type	AAA
11	Features Refrigerant	R32
12	Features Condenser Type	100% Copper
13	Air Conditioner Technology	Inverter
14	Warranty	3 Yrs Onsite Warranty
15	Installation Requirement	Yes

Specification for 4 ton Tower AC including Installation (No 2)

Sl. No	Specification Head/Component	Minimum Requirement
1	Nominal Cooling Capacity (tonnage)	4.0
2	Air Conditioner Type	Verticoool
3	Air Flow Volume (Wet CFM) (High/Low)	8.5
4	Noise Level Indoor (High/Low) In dB(A)	50.5/44.4
5	Moisture Removal (Litres/Hour)	5.2
6	Features Refrigerant	R-32
7	Power Supply to ODU Source(Core/Gauge) sqmm	5C * 2.5
8	Power Supply to IDU Source(Core/Gauge) sqmm	4C * 1.5
9	Compressor Type	Dual Rotary
10	Remote	LCD Remote
11	Features Condenser Type	100% Copper
12	Warranty	3 Yrs Onsite Warranty
13	Installation Requirement	Yes

Specification for Single Door Fridge 185 Lt(No 01)

Sl. No	Specification Head/Component	Minimum Requirement
1	Type	Single Door
2	Refrigerator Type	Top Freezer Refrigerator
3	Defrosting Type	Direct Cool
4	Compressor Type	Smart Inverter Compressor
5	Capacity	185 L
6	Star Rating	5
7	Body Material	Steel
8	Shelf Material	Toughened Glass
9	Warranty	3 yrs Onsite Warranty
10	Installation Requirement	Yes

Specification for Microwave 21 Lt (No 01)

Sl. No	Specification Head/Component	Minimum Requirement
1	Capacity	21 L
2	Control Type	Touch Key Pad (Membrane)
3	Display Type	LED Digital Display
4	Preheat	Yes
5	Timer	Yes
6	Warranty	3 yrs Onsite Warranty
7	Installation Requirement	Yes

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FORM OF QUOTATION (Goods)

_____ (Date)

To:

The Chief Executive Officer
Assam Skill University Project
3rd Floor, DECT Building
Rehabari, Guwahati -781008

We offer to execute the GS-05h(AC FOR PMU), ASDM/ASUP/77/2023/GS05h [*name and number of Contract*] in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [*amount in words and numbers*]
(_____) [*name of currency*]. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

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

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

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

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

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 10 days from receipt. Please provide, along with signed contract document, a Performance Security in the form of Bank Guarantee of any scheduled bank for the due performance of the Contract, in the amount equivalent to 5% of the Contract Price. The Performance Security shall be in favour of **Assam Skill University Project** and shall be valid till the expiry of the period of Warranty of the Contract, as specified.

Name of Purchaser : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

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CONTRACT

Name of Country:

Project Name:

Name of Contract: _____

Contract Number _____

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 _____ [country of Purchaser] on the date indicated above.

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

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

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CONTRACT TERMS AND CONDITIONS

Project Name: Assam Skill University Project
Purchaser: Chief Executive Office, Assam Skill University Project
Package Name GS-05h (AC FOR PMU)
Contract Ref ASDM/ASUP/77/2023/GS05h

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 30 (Thirty) days 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 and Installation, 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 45 days from receipt by the Purchaser of the delivered goods on site and installation of the same in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and
- (b) 10% within 15 days upon submission of Supplier's claim subject to satisfactory acceptance of the Purchaser.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 36 months from the date of installation to the Purchaser.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 03 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*

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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.
