



**MINISTRY OF TOURISM AND ENVIRONMENT**

**REQUEST FOR QUOTATIONS – SUPPLY AND DELIVERY OF  
DOUBLE CAB VEHICLE FOR HANIMAADHOO AGRICULTURE  
CENTRE (HAC)**

**Enhancing Climate Resilience and Food Security Project**

**21st October 2025**

**Package No.:** G03

**Employer:** Project Management Unit (PMU), Enhancing Climate Resilience and Food Security Project, Ministry of Tourism and Environment (MOTE)

**Country:** Maldives

## REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Enhancing Climate Resilience and Food Security Project

Source of Funding : Asian Development Bank (ADB)

Contract Ref : ADB, Project Nr. 57002-001 Date of Issue of Request: 13<sup>th</sup> October 2025

To : Ahmed Waheed, Director  
Velaanaage 5<sup>th</sup> Floor, 20096, Ameeru Ahmed Magu, Male' Maldives

Sir/Madam:

1. The Ministry of Tourism and Environment (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:

(i) Double Cab Vehicle for Hanimaadhoo Agriculture Centre

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 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** 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 this contract.
4. 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 and Price Schedule**. The currency of quoted prices and payment shall be Maldivian Rufiyaa (MVR).
- (b) The prices should be quoted for supply and delivery to **Hanimaadhoo Agriculture Centre, Ameenee Magu, Hanimaadhoo** 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 The Maldives.

- (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 30 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**

- (f) Your **Form of Quotation** with the required documents may be submitted electronically by email to the below email address:

E-mail : procurement.resilience@environment.gov.mv

### **(g) Submission Deadline:**

Date: 2nd November 2025

Time: 10:00 am

### **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.
- (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within 30 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 Value Added Tax (VAT) in The Maldives.]

5. Further information can be obtained from:  
Name : Abdulla Aiham Mohamed  
Address : Ministry of Tourism and Environment, Dharubaaruge, Faashanaa Maalam  
Telephone : 3018342  
E-mail : [procurement.resilience@environment.gov.mv](mailto:procurement.resilience@environment.gov.mv)
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'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:<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

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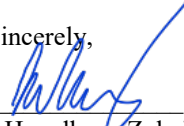
<sup>1</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

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

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,



Mohamed Hamdhaan Zuhair  
Project Manager  
Ministry of Tourism and Environment

## Attachment 1

### SUPPLY AND DELIVERY SCHEDULE

Item	Description	Unit	Quantity	Unit Price (MVR)	Total Price (MVR)	Delivery Schedule
1	<p><b><u>Supply and Delivery of Vehicle</u></b></p> <ul style="list-style-type: none"> <li>Type: Double cab Pickup/Truck</li> <li>Condition: Brand New</li> <li>Year Manufactured: Recent (2021 to 2024)</li> <li>Transmission: Automatic</li> <li>Color: Dark Grey – preferable / Black/Dark</li> <li>Fuel: Diesel</li> <li>Steering: Powered</li> <li>Windows: Powered, tinted Black/Grey</li> <li>Driving/Steering: Right Hand</li> <li>Displacement: at least 2400cc or above</li> <li>Engine horse power: 200 or above</li> <li>Passenger Capacity: 5 (including driver)</li> <li>Drive Type: Right hand-drive</li> <li>Wheels: 18-inch Alloy</li> <li>Spare Wheel and Tool kit: Yes</li> <li>Central Locking: Yes</li> <li>Keyless Entry: Yes</li> <li>Audio/Video System: Included</li> <li>Camera: Dual Front and Rear</li> <li>10"LCD Display</li> <li>Viewing angle: 180 Degrees</li> <li>Video quality: 1080p full HD</li> <li>Sun Visor: Driver and Passenger both with mirrors</li> <li>Tonnage: 1000kg</li> <li>Proximity (Parking) sensor: Front Rear (Parking guidance included)</li> <li>Anti-theft alarm system: Yes</li> <li>Vehicle fit protecting cover: Yes</li> <li>Truck bed: Tri fold with liner and hard tonneau cover</li> </ul> <p>Import Duties (if applicable) Custom Clearance fees (if applicable) Registration fee Insurance Delivery Cost</p>	1	1			70 days from signing contract

## Attachment 2

### TECHNICAL SPECIFICATIONS

The suppliers submitting to this RFQ shall quote for the minimum of (but not limited to) the following specifications and requirements:

**1. General Requirements**

- **Vehicle Type:** Double Cab Pickup/Truck
- **Year of Manufacture:** Latest available (2022 to 2024)
- **Condition:** Brand New
- **Driving/Steering:** Right Hand
- **Road Compliance:** Must meet all local regulatory standards for road use

**2. Engine and Performance**

- Turbo Diesel, 4-cylinder
- **Engine Displacement:** At least 2,400 cc or above
- **Minimum Power:** 110 kW
- **Transmission:** Automatic
- **Steering:** Power-assisted
- **Drive System:** 4WD (High/Low Range)
- **Fuel Type:** Diesel
- **Fuel Tank Capacity:** Min. 80 liters
- 

**3. Dimensions and Capacity**

- **Seating:** Min. 5 persons
- **Cargo Bed:** Min. 1,500 mm
- **Payload:** Min. 1,000 kg

**4. Exterior Features**

- **Color:** Dark Grey – preferable / Black / Dark
- **Wheels:** 18-inch alloy
- **Spare Wheel and Toolkit:** Included
- **Tow Bar and Trailer Wiring:** Included
- **Side Steps:** Included
- **Truck Bed:** Tri-fold with liner and hard tonneau cover
- **Mud Flaps:** Front and rear
- **Bumpers:** Front and rear (body-colored or industrial-grade)
- **Vehicle Fit Protecting Cover:** Included
- **Sun Visors:** For driver and passenger, with mirrors

**5. Interior Features**

- **Windows:** Power-operated, tinted (Black/Grey)
- **Central Locking System:** Yes
- **Keyless Entry:** Yes
- **Air Conditioning:** Front (dual-zone if available)
- **Seats:** Durable fabric or equivalent
- **Floor Mats:** Rubber
- **Multi-Function Steering Wheel:** Included

## 6. Safety and Driver Assistance

- **ABS, EBD, VSC:** Included
- **Anti-Theft Alarm System:** Yes
- **Rearview Camera:** Yes
- **Front Camera:** Yes
- **Parking Sensors:** Front and rear, with parking guidance
- **Proximity Sensors:** Integrated
- **Seatbelts:** For all occupants
- **Immobilizer System:** Included

## 7. Infotainment and Multimedia

- **Audio/Video System:** Integrated
- **Display:** 10" LCD screen
- **Camera System:** Dual (front and rear)
- **Viewing Angle:** 180 degrees
- **Video Quality:** 1080p Full HD
- **Connectivity:** AM/FM, USB, Bluetooth
- **Speakers:** Minimum 2

## 8. Additional Requirements

### A. Warranty Coverage

- Supplier should confirm a warranty for at **least 2 years or 70,000 km**, covering:
  - Powertrain, electrical systems, suspension, and bodywork
  - Free repair/replacement of defective parts
  - Local dealer support with evidence of coverage

### B. Insurance

- One-year comprehensive insurance including theft, fire, accident, third-party liability

### C. Registration

- Vehicle must be registered under the instruction provided by the purchaser.
- Supplier shall quote for the registration fees and provide registration documents upon delivery.

### D. Logo

- Supplier shall quote for logo printing as specified by the purchaser.

### E. Delivery

- **Location:** Hanimaadhoo Agriculture Centre, Ameene Magu, Hanimaadhoo
- The supplier must cover the vehicle's delivery cost to the shipping address/location.
- **Deadline:** 70 days after purchase order/contract signing
- **Vehicle to be delivered with:**
  - Full fuel tank
  - Two keys
  - Toolkit, jack
  - Owner's manual and service booklet



- Registration certificate

#### **F. Import Duties and Customs**

- Supplier must clearly indicate any **import duties and taxes**.
- If the buyer is tax-exempt, necessary documents will be provided, and the supplier shall handle customs clearance
- All import costs, if applicable, are the responsibility of the supplier unless otherwise agreed

#### **G. Pre-Delivery Inspection**

- The supplier shall perform a full PDI prior to delivery, ensuring the vehicle is in proper working order
- Inspection includes mechanical systems, electronics, interior fittings, safety features, and accessories
- Supplier shall provide a signed **PDI Certificate** along with delivery
- Any faults discovered during PDI shall be corrected before delivery
- The buyer reserves the right to inspect the vehicle upon arrival and reject delivery if major defects are found

## FORM OF QUOTATION (Goods)

Date:

**To: Enhancing Climate Resilience and Food Security Project**

Ministry of Tourism and Environment

5th Floor, Velaanaage, 20096, Ameeru Ahmed Magu,

Male', Maldives

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** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) Maldivian Rufiyaa. 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 : Ministry of Tourism and Environment  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Date : \_\_\_\_\_

# CONTRACT

**Name of Country: Maldives**

**Project Name: Enhancing Climate Resilience and Food Security Project**

Name of Contract: Supply and delivery of a double cab vehicle to Hanimaadhoo Agriculture Centre (HAC)  
Contract No.:

This Contract is entered into on \_\_[*date*]\_\_ day of \_\_[*month*]\_\_, \_\_[*year*], between Ministry of Tourism and Environment (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 Supply and Delivery of Vehicle for HAC 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 The Maldives on the date indicated above.

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

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

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

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

# CONTRACT TERMS AND CONDITIONS

Project Name: Enhancing Climate Resilience and Food Security Project  
Purchaser: Ministry of Tourism and Environment  
Package No. G03

## 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 3 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.
- (d) Registration certificate
- (e) Insurance and roadworthiness document
- (f) Pre-delivery inspection certificate

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) Advance will be issued if the total value of the procurement exceeds MVR 250,000 (Two Hundred and Fifty Thousand Rufiyaa)
- (b) The party shall request for advance payment within 45 (forty-five) days of signing the contract.
- (c) If the advance is requested for, a security or guarantee issued by a government recognized bank or financial institution established in Maldives shall be submitted as advance payment guarantee.
- (d) The advance shall not exceed 15% (fifteen percent) of the total contract price. The advance payment will be retained from the bills submitted during work or service performance in proportion to the total value of the contract.
- (e) Payment will be made in a lump sum. For contracts with an advance payment, the final payment will be made after deducting the advance amount. If the contract is on a deliverable basis, payments will be made in accordance with the deliverables completed. The advance payment shall be fully recovered

before the final payment.

**12. Warranty**

- 12.1 Goods offered should be covered by manufacturer's warranty for at least 24 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 Section 11 of Public Finance Regulation.

**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.

**20. Liquidated Damages**

- 20.1 Delay in provision of the contracted work according to the supply and delivery schedule will result in a liquidated damage fee of 0.5% of the contract value per day of delay ( $\text{Contract Value} * 0.005 * \text{Late Duration}$ ). This fee is payable by the supplier as compensation.