



Ministry of Climate Change, Environment and Energy

REQUEST FOR QUOTATIONS – SUPPLY AND DELIVERY OF VIDEOGRAPHY ITEMS – 2026

Enhancing Climate Resilience and Food Security Project

April 28, 2026

Package No.: G05

Employer: Project Management Unit (PMU), Enhancing Climate Resilience and Food Security Project, Ministry of Climate Change, Environment and Energy (MOCCEE)

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: 28 April 2026
To : Ahmed Waheed, Director
Dharubaaruge, Faashanaa, Male' Maldives

Sir/Madam:

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

(i) Supply and Delivery of Videography items.

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 The Ministry of Climate Change, Environment and Energy 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 and Opening

- (f) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by 7th May 2026 ,14:00PM with the required documents that should be submitted electronically by email to the following address:

Purchaser's Address: Ministry of Climate Change, Environment and Energy
Dharubaaruge, Faashanaa, Male' Maldives
Telephone :3018300
E-mail : procurement.resilience@environment.gov.mv

Evaluation and Comparison

- (g) 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**.
- (h) 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

- (i) Each LOT will be evaluated and awarded separately.
- (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**.

5. Further information can be obtained from:

Name : Abdulla Aiham Mohamed
Address : Dharubaaruge, Faashanaa, Male' Maldives
Telephone : 3018300
E-mail : 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):¹

(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:²

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

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

- (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,



Mohamed Hamdhaan Zuhair
Project Manager
Ministry of Climate Change, Environment
and Energy

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Lot	Description	Unit	Quantity	Unit Price (MVR)	Total Price (MVR)
1	<p><u>Camcorder Combo set</u></p> <p>Features: Photo Sensor Technology, CMOS Video Capture Resolution, 1080p, 4K Maximum Focal Length, 20 Millimeters Maximum Aperture, 2 f Flash Memory Type, Micro SD Screen Size, 2 Inches Connectivity Technology, Wi-Fi Color, Black Special Feature, Wireless, compact Battery Life: 166 Minutes Wifi and Bluetooth support</p> <p>Must include: - USB-C PD Cable - Protective Cover - Wrist Strap - Handle with 1/4"-20 Thread - DJI Mic 2 Clip-On Transmitter/Recorder with Built In Microphone (2.4 GHz, Shadow Black) - Windscreen - Clip Magnet - USB-C Charging Cable - Carrying Pouch - DJI Wide-Angle Lens for Osmo Pocket 3 - DJI Battery Handle for Osmo Pocket 3 - DJI Osmo Mini Tripod - DJI Carrying Bag for Osmo Pocket 3</p>	Nos	1		

	<ul style="list-style-type: none"> - Sandisk 128GB Micro SD Extreme Memory Card - Movavi Photo/Video Editor Package with Effects Store Add on (1-Year Digital Download) - Wireless Microphone system with 2 pc Microphones and Receiver - Lens Pen and Blower - Starter kit with Table tripod, Memory Card Case, Microfiber Cloth 				
2	<p><u>Powerbank for charging</u></p> <p>Power Bank Capacity: 25,000 - 27,000 mAh</p> <p>Output Power: 45 – 100W (Can not exceed 100W due to airspace restrictions)</p> <p>Connectivity Technology: C cable charging</p> <p>Display: Digital</p>	Nos	1		
3	<p><u>Professional Multi-Camera Drone System</u></p> <p>1. Aircraft</p> <ul style="list-style-type: none"> • Takeoff Weight: Approx. 1063 g • Dimensions: <ul style="list-style-type: none"> ○ Folded (with propellers): 257.6 × 124.8 × 106.6 mm (L × W × H) ○ Folded (without propellers): 257.6 × 124.8 × 103.4 mm ○ Unfolded (without propellers): 328.7 × 390.5 × 135.2 mm • Ascent Speed: 10 m/s • Descent Speed: 10 m/s • Horizontal Speed (sea level, no wind): 25 m/s 	Nos	1		

- **Maximum Speed:** Not less than 85 km/h
- **Flight Time:** ~51 minutes (standard test conditions)
- **Hovering Time:** ~45 minutes
- **Flight Distance:** ~41 km
- **Wind Speed Resistance:** 12 m/s
- **GNSS Support:** GPS, Galileo, BeiDou
- **Internal Storage:** At least 64 GB

2. Imaging & Gimbal

- **Integrated Triple-Camera System** mounted on a 360° rotating gimbal
 - Main Wide Camera: 4/3 CMOS sensor, ~100 MP effective pixels, adjustable aperture f/2.0–f/11, capable of ≥6K/60fps HDR video and high-resolution stills
 - Medium Telephoto Camera: 1/1.3-inch CMOS sensor, ~48 MP, fixed f/2.8 aperture, 4K video
 - Telephoto Camera: 1/1.5-inch CMOS sensor, ~50 MP, fixed f/2.8 aperture, 4K video
- **Lens Details:**
 - Wide Camera: 28 mm equivalent,

FOV 72°, focus 2 m–∞

- Medium Tele: 70 mm equivalent, FOV 35°, focus 3 m–∞
- Tele: 168 mm equivalent, FOV 15°, focus 3 m–∞

- **Gimbal Mechanical**
Range: Tilt -164° to 160°, Roll -90° to 450°, Pan -22° to 22°
- **Gimbal Controllable**
Range: Tilt -90° to 70°, Roll -40° to 400°
- **Electronic Neutral Density (ND) filter adjustment** without lens change

3. Sensing & Obstacle Avoidance

- **Omnidirectional binocular vision system** supplemented with forward LiDAR and bottom infrared sensor
- **Forward / Backward / Lateral:** Measurement range 0.5–24 m (forward), up to 200 m detection range, effective speed ≤18 m/s, FOV horizontal 180°, vertical 180°
- **Upward:** Range 0.5–18 m, effective speed ≤6 m/s, FOV horizontal 90°, vertical 90°
- **Downward:** Range 0.5–17 m, effective speed ≤6 m/s, FOV horizontal 180°, vertical 180°
- **Automated Return-to-Home** operable in low-light or limited-GPS environments

- **Minimum illumination for sensing:** 0.1 lux

4. Transmission & Data

- **Digital video transmission range:** ≥25 km (subject to local regulations)
- **Video output:** 10-bit HDR
- **Wireless transfer speed:** ≥70 MB/s
- **Wired transfer:** USB-C supported
- **Antennas:** 6 antennas, 2T4R

5. Battery & Power

- **Capacity:** 6654 mAh
- **Type:** Li-ion 4S
- **Energy:** 95.3 Wh
- **Flight endurance:** ≥50 minutes per battery

6. Remote Controller

- **Integrated high-brightness display:** ≥5.5 inches
- **Screen adjustment:** Tilt or rotation for operator comfort
- **Compact/collapsible design** for field use

7. Standard Package Contents

- Aircraft body
- Remote controller with integrated screen
- Minimum three (3) intelligent flight batteries
- Multi-battery charging hub
- Spare propellers

	<ul style="list-style-type: none">• Protective cover and carrying case• USB-C power adapter and cables• Memory card (≥ 128 GB) and card reader				
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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. Camcorder Combo set

Features:

Photo Sensor Technology, CMOS
Video Capture Resolution, 1080p, 4K
Maximum Focal Length, 20 Millimeters
Maximum Aperture, 2 f
Flash Memory Type, Micro SD
Screen Size, 2 Inches
Connectivity Technology, Wi-Fi
Color, Black
Special Feature, Wireless, compact
Battery Life: 166 Minutes
Wifi and blue tooth support

Must include:

- USB-C PD Cable
- Protective Cover
- Wrist Strap
- Handle with 1/4"-20 Thread
- DJI Mic 2 Clip-On Transmitter/Recorder with Built In Microphone (2.4 GHz, Shadow Black)
- Windscreen
- Clip Magnet
- USB-C Charging Cable
- Carrying Pouch
- DJI Wide-Angle Lens for Osmo Pocket 3
- DJI Battery Handle for Osmo Pocket 3
- DJI Osmo Mini Tripod
- DJI Carrying Bag for Osmo Pocket 3
- Sandisk 128GB Micro SD Extreme Memory Card
- Movavi Photo/Video Editor Package with Effects Store Add on (1-Year Digital Download)
- Wireless Microphone system with 2 pc Microphones and Receiver
- Lens Pen and Blower
- Starter kit with Table tripod, Memory Card Case, Microfiber Cloth

2. Powerbank for charging

Power Bank Capacity: 25,000 - 27,000 mAh
Output Power: 45 – 100W (Can not exceed 100W due to airspace restrictions)
Connectivity Technology: C cable charging
Display: Digital

3. Professional Multi-Camera Drone System

Aircraft

- **Takeoff Weight:** Approx. 1063 g
- **Dimensions:**
 - Folded (with propellers): 257.6 × 124.8 × 106.6 mm (L × W × H)
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- **Gimbal Mechanical Range:** Tilt -164° to 160°, Roll -90° to 450°, Pan -22° to 22°
- **Gimbal Controllable Range:** Tilt -90° to 70°, Roll -40° to 400°
- **Electronic Neutral Density (ND) filter adjustment** without lens change

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Remote Controller

- **Integrated high-brightness display:** ≥5.5 inches
- **Screen adjustment:** Tilt or rotation for operator comfort
- **Compact/collapsible design** for field use

Standard Package Contents

- Aircraft body
- Remote controller with integrated screen
- Minimum three (3) intelligent flight batteries
- Multi-battery charging hub
- Spare propellers
- Protective cover and carrying case
- USB-C power adapter and cables
- Memory card (≥128 GB) and card reader

Additional Requirements

A. Warranty Coverage

- Supplier should confirm a warranty for at **least 1 years**, covering:
 - Free repair/replacement of defective parts
 - Local dealer support with evidence of coverage

B. Delivery Location

- **Location:** Dharubaaruge, Faashanaa Maalam, Ministry of Climate Change, Environment and Energy,
- The supplier must cover the delivery cost to the address/location.

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

FORM OF QUOTATION (Goods)

_____ (Date)

To: Ministry of Climate Change, Environment and Energy
Dharubaaruge, Faashanaa Maalam,
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.

Name of Purchaser : Ministry of Climate Change, Environment and Energy
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 Videography items to Ministry of Climate Change, Environment and Energy.

Contract No.:

This Contract is entered into on __[date]__ day of __[month]__, __[year]__, between Ministry of Climate Change, Environment and Energy (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 Computer for Ministry of Climate Change, Environment and Energy 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 Climate Change, Environment and Energy
Package No. G05

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** 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) manufacturer's or supplier's warranty certificate; and
- (b) certificate of origin.

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) The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and upon fulfillment of all other obligations stipulated in the Contract
- (b) Payments shall be made promptly by the Purchaser, but in no case later forty-five (45) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it

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 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 (Contract Value * 0.005 * Late Duration). Maximum deduction for liquidated damages: 15%