

## REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : 0610-MON: Upscaling Renewable Energy Sector Project, Ministry of Energy, Mongolia

Source of Funding : Asian Development Bank

Contract Ref : Supply of the remote sensing device (Sound Detection and Ranging Device (SoDAR)) for the wind resource measurement.

Contract No.: : MON-UREP/2021/C01 Date of Issue of Request: **\_08 July. 2021\_**

To : \_\_\_\_\_

Sir/Madam:

1. Ministry of Energy (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:
  - (i) Remote sensing device SoDAR instrument
  - (ii) Power supply
  - (iii) Software
  - (iv) Spare part kits
  - (v) Training

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 5 (five) contracts in the last 3 years of a size and nature similar conditions to the items in the supply schedule of this contract. Also, shall submit the third parties' international certificates.
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 US dollar.
- (b) The prices should be quoted for supply and delivery to **Ulaanbaatar, Mongolia** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information English language for each item quoted, including names and addresses of firms providing after-sales service facilities in Ulaanbaatar, Mongolia.
- (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.
- (f) **COVID-19:** You shall consider the impacts of COVID-19 in your offer. Your quotations shall detail how you shall mitigate the impacts of COVID-19 on the scope of work, and exhaustively list and quantify any constraints on your scope of work as a result of COVID-19.

#### Submission and Opening

- (g) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by **10.00 AM on 05 Aug. 2021 Ulaanbaatar time** with the required documents that should be signed in paper form.

Purchaser's Address: Mr. Turtulga D.,  
Ministry of Energy,  
Room No. 301, 3<sup>rd</sup> floor,  
Government Building XIV  
Chinggis Avenue,  
Khan-Uul District,  
Ulaanbaatar, Mongolia

Telephone: +(976) 51 263074

Email: [janarbaatar@energy.gov.mn](mailto:janarbaatar@energy.gov.mn)  
[tortulga@energy.gov.mn](mailto:tortulga@energy.gov.mn)

#### 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 45 [*forty-five days*] 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**. The Supplier will pay all import charges accordingly. The renewable energy equipment including the wind measurement station is exempt from the Custom Tax (5%) and Value Added Tax (10%). The above contract price is net exclusive of Custom Tax and Value Added Tax.
5. Further information can be obtained from:

Mr. Turtulga D.,  
Ministry of Energy,  
Room No. 301, 3<sup>rd</sup> floor,  
Government Building XIV  
Chinggis Avenue,  
Khan-Uul District,  
Ulaanbaatar, Mongolia

Telephone : +(976) 51 263074  
Email: [turtulga@energy.gov.mn](mailto:turtulga@energy.gov.mn), [altai.erdenebaatar@gmail.com](mailto:altai.erdenebaatar@gmail.com)

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):

- (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:

(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,  
Mr. Janarbaatar J.  
Head of Financial Division  
Department of Finance and Investment  
Ministry of Energy

\_\_\_\_\_  
(Purchaser)

**Attachment 1  
SUPPLY AND DELIVERY SCHEDULE**

**Summary Table**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Delivery Time (turnkey commissioned)</u>
RSD SoDAR				
<u>Power supply</u>				
<u>Software</u>				
<u>Notebook computer</u>				
<u>Transportation</u>				
<u>Spare part kits</u>				
<u>Training</u>				

## Technical Procurement Sheets – for Suppliers

The Upscaling Renewable Energy Sector Project invites bidders to hand in their quotations for the turn-key supply of the following goods and services:

- Supply of the remote sensing device (Sound Detection and Ranging Device (SoDAR)) for the wind resource measurement

Upscaling Renewable Energy Sector Project seeks to receive a quotation no later than:

[+ 4 weeks: by 05 Aug 2021]

The supplier offering goods and services shall use the attached forms to make his best technical price proposal at his best price.

No alternative offers are permitted.

### Price breakdown for the SODAR device

Amount	Item	Description	Minimum Specifications	Unit Price [USD]	Price [USD]
1	SODAR RSD	Heated SODAR device	Heated device		
		Measurement range	At least 10 measuring levels from 40m to 200m, or higher - Wind speed range: 0 to 30 m/s - Wind speed accuracy: Less than or equal to 5% - Wind direction accuracy: Less than or equal to 2 degrees for wind speed greater than 2 m/s - data measurement and recording shall be in accordance with the IEC61400-12-1 standard and MEASNET recommendations.		
		Data quality Monitoring	<ul style="list-style-type: none"> <li>- Anomaly detection for all issues related to measurement. An email or SMS should be sent within 24 hours of the detection of the anomaly;</li> <li>- daily data monitoring by email or SMS on station functionality and data availability;</li> <li>- Data retrieval by email and/or server;</li> <li>- Supervision of station availability and functionality;</li> <li>- Data evaluation on a monthly base and interim reports about all measurement values,</li> <li>- statistics and availability as well as plots of time series and consistency charges with interpretation</li> <li>- controlling data quality and bankable level</li> <li>- data quality shall meet IEC61400-12-1 standard and MEASNET recommendations.</li> </ul>		
		IEC standard and certificates from the independent organisations.	IEC 61400-12-1, MEASNET recommendations and DNV-GL, etc.		
1	Further sensors	Integrated GPS and Environmental Sensors	<ul style="list-style-type: none"> <li>- GPS module.</li> <li>- Ambient air temperature (-50 to 65°C);</li> <li>- atmospheric pressure;</li> <li>- relative humidity (0 to 100% RH),</li> </ul>		
1	Anchoring	1 set per SODAR			

1	Power Supply	Solar Power System	with battery storage up to 3 days back-up. liquid gasoline fuel generator with fuel tank as an optionally.			
2	Notebook	For the data storage and softwares	Processor CPU RAM Storage Screen Resolution Graphics Card  Operating System Battery	9 <sup>th</sup> Generation Intel® Core™ i7-7200U 2,7GHz 16 GB DDR4 1TB HDD 15.6" HD AMD Radeon™ R7 M445 Graphics with 2G GDDR5 Windows 10 3-4 cell battery		
1	Software	- WasP  - WindoGrapher (the latest version)	Min - <b>2 users</b> license keys with at least 1 years and more... WindoGrapher Professional software shall have <b>5 users</b> license keys at least 2 years			
1	CCTV	For the security	Shape Camera Technology Resolution Camera Range Sensor Protection	Dome Analog Camera 2 MP 20 m CCD IP66 Weatherproof		
1	Transportation	Shall have insurance	CIP to Ulaanbaatar, Mongolia			
1	Spare part kits	Please specify here a qualified OEM spare part kit and training for the device and mention the price for the same.				
	Training	Specify the training program	- Installation and operation manual - OEM training proposal			

## Attachment 2

### TECHNICAL SPECIFICATIONS

Item	Description	Minimum Specifications	
SODAR RSD	Heated SODAR device	Heated device	
	Measurement range	At least 10 measuring levels from 40m to 200m, or higher - Wind speed range: 0 to 30 m/s - Wind speed accuracy: Less than or equal to 5% - Wind direction accuracy: Less than or equal to 2 degrees for wind speed greater than 2 m/s - data measurement and recording shall be in accordance with the IEC61400-12-1 standard and MEASNET recommendations.	
	Data quality Monitoring	<ul style="list-style-type: none"> <li>- Anomaly detection for all issues related to measurement. An email or SMS should be sent within 24 hours of the detection of the anomaly;</li> <li>- daily data monitoring by email or SMS on station functionality and data availability;</li> <li>- Data retrieval by email and/or server;</li> <li>- Supervision of station availability and functionality;</li> <li>- Data evaluation on a monthly base and interim reports about all measurement values,</li> <li>- statistics and availability as well as plots of time series and consistency charges with interpretation</li> <li>- controlling data quality and bankable level</li> <li>- data quality shall meet IEC61400-12-1 standard and MEASNET recommendations.</li> </ul>	
	IEC standard and certificates from the independent organisations.	IEC 61400-12-1, MEASNET recommendations and DNV-GL, etc.	
Further sensors	Integrated GPS and Environmental Sensors	<ul style="list-style-type: none"> <li>- GPS module.</li> <li>- Ambient air temperature (-50 to 65°C);</li> <li>- atmospheric pressure;</li> <li>- relative humidity (0 to 100% RH),</li> </ul>	
Anchoring	1 set per SODAR		
Power Supply	Solar Power System	with battery storage up to 3 days back-up. liquid gasoline fuel generator with fuel tank as an optionally.	
Notebook	For the data storage and softwares	Processor CPU RAM Storage Screen Resolution Graphics Card  Operating System Battery	9 <sup>th</sup> Generation Intel® Core™ i7-7200U 2,7GHz 16 GB DDR4 1TB HDD 15.6" HD AMD Radeon™ R7 M445 Graphics with 2G GDDR5 Windows 10 3-4 cell battery
Software	<ul style="list-style-type: none"> <li>- WasP</li> <li>- WindoGrapher (the latest version)</li> </ul>	Min - <b>2 users</b> license keys with at least 1 years and more...  WindoGrapher Professional software shall have <b>5 users</b> license keys at least 2 years	
CCTV	For the security	Shape Camera Technology Resolution Camera Range Sensor Protection	Dome Analog Camera 2 MP 20 m CCD IP66 Weatherproof
Transportation	Shall have insurance	CIP to Ulaanbaatar, Mongolia	
Spare part kits	Please specify here a qualified OEM spare part kit and training for the device and mention the price for the same.		
Training	Specify the training program	<ul style="list-style-type: none"> <li>- Installation and operation manual</li> <li>- OEM training proposal</li> </ul>	

## FORM OF QUOTATION (Goods)

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

To:

Ministry of Energy, Mongolia  
Government building XIV, Chinggis avenue,  
3<sup>rd</sup> khoroo, Khan-Uul district, Ulaanbaatar  
Telephone : 976 – 51 – 263074

Source of Funding : Asian Development Bank / Ministry of Energy  
Contract Ref : MON-UREP/2021/C01  
Date of Issue of Request: 08 July 2021

We offer to execute the **Supply of the remote sensing device (Sound Detection and Ranging Device (SoDAR)) for the wind resource measurement** 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 15 days from receipt. [At the option of the Purchaser, add: Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]

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

# CONTRACT

Name of Country: MONGOLIA

**Project Name: UPSCALING RENEWABLE ENERGY SECTOR PROJECT**

Name of Contract: Supply of the remote sensing device (Sound Detection and Ranging Device (SoDAR))  
for the wind resource measurement

Contract Number: MON-UREP/2021/C01

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

\_\_\_\_\_  
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: \_\_\_\_\_ Purchaser: \_\_\_\_\_  
Package No. \_\_\_\_\_

## 1. Definitions

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

## 2. Applicable Law

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

## 3. Language

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

## 4. Assignment

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

## 5. Fraud and Corruption

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

## 6. Fixed Contract Price

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

## 7. Delivery Schedule

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

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

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

Supplier confirms compliance with above specifications.

**9. Delivery and Documents**

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

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

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

**10. Taxes and Duties**

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**11. Payment**

11.1 Payment of the contract price shall be made in the following manner:

- (a) (Optional advance payment) 10% within 14 days of signing the contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.
- (b) 90% (or 80% if advance payment made) 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
- (c) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

**12. Warranty**

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

**13. Defects**

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

Facility \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**14. Resolution of Disputes**

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

**15. Failure to Perform**

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

**16. Force Majeure**

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

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

**17. Termination Due to Integrity Violation**

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

**18. Accounts and Records**

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

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

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

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