

**LOAN 4160-PAK AND LOAN 8412-PA (AIIB CO-FINANCING)
KHYBER PAKHTUNKHWA CITIES IMPROVEMENT PROJECT
(KPCIP)**

**REQUEST FOR QUOTATIONS
PROCUREMENT OF FURNITURE**
Ref No: KPCIP-Shopping-Goods-03C

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Khyber Pakhtunkhwa Cities Improvement Project (KPCIP)
Source of Funding : Asian Development Bank
Loan No : Loan 4160-PAK (ADB) and Loan 0214 (AIIB)
Contract Ref : KPCIP-Shopping-Goods-03C
Procurement : Procurement of Furniture
Date of Issue of Request : 02 September 2022

To

Sir

1. The **Project Management Unit (PMU), Khyber Pakhtunkhwa Cities Improvement Project, Local Government Elections and Rural Development Department, Government of Khyber Pakhtunkhwa (Purchaser)** hereby requests you to submit price quotation(s) for the supply of the following items:

Item No.	Item Name	Qty.
1	Executive Revolving Chair	10
2	Executive Revolving Chair B-Type	15
3	Executive Office Table 6' x 3'.5" with Side Rack	10
4	Office Table 5' x 3' with Side Rack	16
5	Office Chairs	60
6	Visitor Chairs	40
7	Conference Table Imported Executive	01
8	Conference Table Chairs	30
9	Open Rack 6' x 3'	10
10	Visitor Sofa Set	07
11	Three / Four-Seater Bench	06
12	Roller Blinds (Per Square Feet)	27
13	Sofa Com bed Three-Seater cotton cloth	03
14	Wooden - Coat / handbag/ hats Stands	08

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 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
 - (b) you/your firm are/is owned by the Purchaser, or
 - (c) 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
 - (d) 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 the 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 in Pakistani Rupees (PKR).
- (b) The prices should be quoted for supply and delivery to **Peshawar, Khyber Pakhtunkhwa in Pakistan** 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 **Peshawar, Khyber Pakhtunkhwa in Pakistan**.
- (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 sixty (60) 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 **12 September 2022 (14:00 hours)** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser Address:	Ground Floor, Afzal Apartments, Jamrud Road, Phase-3 Chowk, Hayatabad, Peshawar, Pakistan
Telephone:	+92 (91) 5854555
E-mail:	pdkpcip@gmail.com

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on **12 September 2022 at 14:30 hours** (Pakistan Standard Time) and at the following address.

Purchaser Address:	Ground Floor, Afzal Apartments, Jamrud Road, Phase-3 Chowk, Hayatabad, Peshawar, Pakistan
Telephone:	+92 (91) 5854555
E-mail:	pdkpcip@gmail.com

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.
 - (iii) If a Supplier refuse to accept the correction, his quotation will be rejected.

Furthermore, the Supplier will have to ensure that:

- Bears the national sales and income tax number and national tax number (NTN).

In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT), provincial sales tax, general sales tax or any other tax or duty as per applicable tax laws, rules in Pakistan (Purchaser's country).

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. In case two or more responsive quotations offer exactly the same lowest price then the quotation with the shortest delivery schedule shall be preferred.
- (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within 7 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), provincial sales tax, general sales tax or any other tax or duty as per applicable tax laws, rules in Pakistan (Purchaser's country).

5. Further information can be obtained from:

Name:	Procurement Section, Project Management Unit, Khyber Pakhtunkhwa Cities Improvement Project
Address:	Ground Floor, Afzal Apartments, Jamrud Road, Phase-3 Chowk, Hayatabad, Peshawar, Pakistan
Telephone:	+92 (91) 5854555
E-mail:	ptkpcip@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):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

- (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,

Project Director
PMU, KPCIP, LGE&RDD, GoKP, Peshawar

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

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

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Item	Description	Unit	Quantity	Unit Price Exclusive of Taxes	Sales and Other Taxes Per Unit	Total Price Including all taxes	Delivery Schedule
1	Executive Revolving Chair	No	10				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
2	Executive Revolving Chair B-Type	No	15				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
3	Executive Office Table 6' x 3'.5" with Side Rack	No	10				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
4	Office Table 5' x 3' with Side Rack	No	16				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
5	Office Chairs	No	60				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
6	Visitor Chairs	No	40				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
7	Conference Table Imported Executive	No	01				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
8	Conference Table Chairs	No	30				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
9	Open Rack 6' x 3'	No	10				Within 15 days After issuance of Purchase Order as per

Item	Description	Unit	Quantity	Unit Price Exclusive of Taxes	Sales and Other Taxes Per Unit	Total Price Including all taxes	Delivery Schedule
							requirement of the Purchaser
10	Visitor Sofa Set	No	07				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
11	Three / Four-Seater Bench	No	06				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
12	Roller Blinds (Per Square Feet)	No	27				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
13	Sofa Com bed Three-Seater cotton cloth	No	03				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
14	Wooden - Coat / handbag/ hats Stands	No	08				Within 15 days After issuance of Purchase Order as per requirement of the Purchaser
	Total						

The Supplier shall be responsible to deliver and assemble (if required) the equipment to the required location.

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 Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____


Address : _____


Phone Number : _____

Fax Number, if any _____



Email address (optional) _____



**Attachment 2
TECHNICAL SPECIFICATIONS**

Item No.	Item Name	Technical Description, Specification and Standards		Qty.
1	Executive Revolving Chair	<ul style="list-style-type: none"> • Revolving Chairs • Adjustable lumbar support and instant seat height adjustment. • Metal 5-prong base • Height/Width adjustable arms with soft and durable urethane pads. • Best quality leader cushioning • Back Rest • Color: Black • Minimum Dimensions: <ul style="list-style-type: none"> ○ Seat Height 18-22 inches ○ Overall, Height 45-48 inches ○ Backrest Width 18-20 inches ○ Backrest Height 24-26 inches ○ Overall Depth 20-24 inches ○ Base Diameter 25-27 inches ○ Diagram for your reference: 		10

Item No.	Item Name	Technical Specification and Standards	Description,	Qty.
2	Executive Revolving Chair B-Type	Adjustable lumbar support and instant seat height adjustment with plastic 5-prong base, with soft durable seating / cushioning with back rest.		15
3	Executive Office Table 6' x 3'.5" with Side Rack	Table large size 6'L x 3'.5"W, made of high density laminated wooden sheet with PVC edge banding, 3 drawers (with locks) on one side and drawer and cabinet on other side. Along with side racks with keyboard tray, with high quality polish. The table should have 5-mm glass top.		10
4	Office Table 5' x 3' with Side Rack	Table size '5L x 3'W made of high-density laminations sheet with PVC edge banding on edges with 3-drawers and side racks with keyboard tray.		16

Item No.	Item Name	Technical Specification and Standards	Description,	Qty.
5	Office Chairs	Revolving Chairs Instant seat height adjustment. Metal 5-prong base Best quality leader cushioning Color Black Minimum Dimensions: <ul style="list-style-type: none"> ○ Seat Height: 18-22 inches ○ Overall, Height: 45-48 inches ○ Backrest Width: 18-20 inches ○ Backrest Height: 24-26 inches ○ Overall Depth: 20-24 inches ○ Base Diameter: 25-27 inches 		60
6	Visitor Chairs	Best quality cushioning Color Black Mahogany Wood Dimensions: Seat Height 18 inches Overall, Height 36 inches Backrest Width 20 inches Overall Depth 18 inches Base Diameter 25 inches Please follow reference diagram		40

Item No.	Item Name	Technical Description, Specification and Standards		Qty.
7	Conference Table Imported Executive	Modern design conference table rectangular shape, 30-person seating capacity of a size 20' L x 5' W x 3' H made of high-density laminated wood with PVC banding on edges. The conference table should have arrangement for mic installation.		01
8	Conference Table Chairs	High back modern comfortable conference table chair made of steel & leather / leathered compatible with conference table and side rest arms.		30
9	Open Rack 6' x 3'	Made of lasani sheet a size of 6'H x 3'W, open file rack and 2-door cabinet at the bottom offer sufficient space for storage and filing, box files, large documents and ledgers can be stored conveniently.		10

Item No.	Item Name	Technical Specification and Standards	Description,	Qty.
10	Visitor Sofa Set	5-Seater sofa set leatherite with arms with high quality foam cushioning. The set shall be one piece 3-seater, size 6'L x 2'W x 3'H and two-pieces single seat, size 2'L x 2'W x 3'H.		07
11	Three / Four-Seater Bench	3/4-Seater steal bench with normal back and side arms, silver color durable, size 6'L x 2'W x 3'H		06
12	Roller Blinds (Per Square Feet)	Molded plastic with steel spring support and inserted into the tube end. Driven by a ball chain pulley, positioned at right side or left-hand side of the Shade for windows of various sizes		27
13	Sofa Com bed Three-Seater cotton cloth	A fibric sofa cum bed with a wooden base for two positions sit & lie with a size of each sofa '6L x 2'W x 3'H.		03
14	Wooden – Coat / handbag/ hats Stands	With Nine (9) Hooks, Material: Wood		08

FORM OF QUOTATION (Goods)

_____ (Date)

To: _____ [Purchaser's Name]
_____ [Purchaser's Address]

We offer to execute the **KPCIP-Shopping-Goods-03C: Procurement of Furniture** 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) (_____). 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) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (b) are not owned by the Purchaser; (c) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (d) 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 : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

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

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 Islamic Republic of Pakistan.

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 One (01) month 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;

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 shall be made in the following manner:

- a) 100% upon receipt by the Purchaser of the delivered goods on site in accordance with the contract and acceptance of the delivered goods by the Purchaser.
- b) Partial payments are allowed so long as full supply of the appropriate quantities is made by the delivery dates specified in Contract and is accepted by Purchaser. Such partial supply may be invoiced individually or in combination with all the other partial supply made for this Contract.

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

Facility _____

Address _____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration act of Pakistan.

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. The Suppliers shall permit the Purchaser, the Asian Infrastructure Investment Bank (AIIB) and/or the Asian Development Bank (ADB), or their representative to inspect their accounts and records and other documents relating to the quotation submission and contract performance and to have them audited by auditors appointed by the Purchaser, AIIB and ADB.

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.