

REQUEST FOR QUOTATION - GOODS (RFQG)

Package G2- Compost transportation and bulking material collection equipment for the large-scale pilot project (2 Lots)

Project Title: **9202 MON: “Ulaanbaatar Community Food Waste Recycling” project**

Source of Funding: **JFPR, Asian Development Bank**

Contract Ref: **G2**

Date of Issue of Request: **5 February 2024**

To: **Equipment Suppliers**

1. “Ulaanbaatar Community Food Waste Recycling” project, which is funding by the Japanese Government and managed by Asian Development Bank (ADB). The grant agreement of the project between Mongolia and ADB was signed on 17 January 2020. The Municipality of Ulaanbaatar (MUB) is the executing agency for the Project.

The MUB (Purchaser) hereby requests you to submit price quotations for the supply of the following lots:

№	Goods name	Quantities	Technical specification
LOT1	Supply of loader and dump truck		
1.1	Skid steer loader	1	Please refer the Attachment 2 of this RFQ
1.2	Dump truck for food waste collection and transportation	1	
LOT2	Supply of Compost transportation and bulking material collection equipment		
2.1	Leaf collection machine	20	Please refer the Attachment 2 of this RFQ

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 a 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 in MNT.
- (b) The prices should be quoted for supply and delivery to **the place of destination indicated in the Attachment 1: Supply and delivery schedule** 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 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 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 **1 March 2024, before 11:00AM UB time**, with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address:

Room 6, 6th floor, Galaxy Tower
15th khoroo, Mahatma Gandhi street
Khan-Uul district, Ulaanbaatar
Contact: 75052223
E-mail: procurement.ubfoodwaste@gmail.com

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on **1 March 2024 at 11:15 AM UB time** and at the following address.

Purchaser's Address:

Room 6, 6th floor, Galaxy Tower
15th khoroo, Mahatma Gandhi street
Khan-Uul district, Ulaanbaatar
Contact: 75052223
E-mail: procurement.ubfoodwaste@gmail.com, otgonbayarnasan@gmail.com

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offered 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. In addition to the price quotations, Supplier shall provide following additional documents as listed below:

- (i) **A brief company profiles**
- (ii) **A copy of the Company's registration certificate**
- (iii) **Supply and Delivery Schedule;**
- (iv) **Technical Specifications;**
- (v) **At least one contract in the last 3 years of a similar size and nature;**

- (vi) **Official certificate for distribution including names and addresses of firms providing after-sales service facilities in Mongolia proving the Supplier's ability to perform the contract.**

A quotation is not substantially responsive if it contains material deviations or reservations to the terms and conditions 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 **14** 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 Mongolia.
5. Further information can be obtained from:
- Name : Tseven-Ur Dash (procurement specialist)
 - Address : 9202 MON: Ulaanbaatar Community Food Waste Recycling
 - Telephone : 75052223
 - E-mail : procurement.ubfoodwaste@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: _____

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

(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: _____

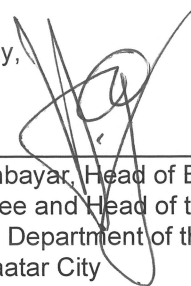
(b) Court/Area of jurisdiction: _____

(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,



N. Otgonbayar, Head of Bid evaluation committee and Head of the Administration and Finance Department of the Mayor's Office of Ulaanbaatar City

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

SUPPLY AND DELIVERY SCHEDULE
 (Supply of G2- Compost transportation and bulking material collection equipment for the large-scale pilot project)

Item	Description	Measure of Unit	Quantity	Unit Price DDP UB, including all relevant taxes and duties	Total Price	Delivery Schedule	Place of Delivery
LOT1	Supply of Small Loader and dump truck						
1.1	Skid steer loader	pc	1			Within 30-45 days after signing the contract	Ulaanbaatar, Mongolia Specific location shall be provided by the PIU prior to the Delivery of the equipment
1.2	Dump truck for food waste collection and transportation	pc	1				
LOT2	Supply of bulking material collection equipment						
2.1	Leaf collection machine	pc	20			Within 45-60 days after signing the contract	Ulaanbaatar, Mongolia Specific location shall be provided by the PIU prior to the Delivery of the equipment
Grand total							


Note: 1. The schedule may be for a lot with several items but requiring a single lot price. Prices shall be in local currency.





2. Prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot.

3. Suppliers are being invited to quote for individual contracts (lots) or for any combination of contracts (packages).






TECHNICAL SPECIFICATIONS AND REQUIRED QUANTITIES

No.	Description	Technical Specifications	Quantity				
LOT1: Supply of Small Loader							
1.1	Skid steer loader	<p>Technical specifications: Equipment Status: New Brand: Equivalent to Bobcat Performance: Tipping load: min 1200 kg Rated operating capacity: min 600 kg Pump capacity: min 60 L/min Max. travel speed (high range-option): 14 km/h Max. travel speed (low range): 11.4 km Engine: Make/Model: Equivalent to Kubota Fuel: Diesel Cooling: Liquid; Number of cylinders: 4 Fuel tank: min 50L Controls: Vehicle steering: Hand levers or optional Selectable Joystick Controls (SJC) Loader hydraulics tilt and lift: Foot pedals or optional Selectable Joystick Controls (SJC) Front auxiliary (standard): Proportional switch on hand levers or optional Selectable Joystick Controls (SJC) Attachments: must be included in the Supplier' offered price.</p> <table border="1" data-bbox="503 1108 1416 1339"> <tr> <td>1.Pallet fork: 1 set</td> </tr> <tr> <td> <ul style="list-style-type: none"> • must be compatible with the offered equipment • Made from durable, heavy gauge steel for long life </td> </tr> <tr> <td>2. Snow blade-1 set</td> </tr> <tr> <td> <ul style="list-style-type: none"> • must be compatible with the offered equipment. • Moldboard angles right or left up to 30 degrees • Strong, high carbon steel cutting edge for long life </td> </tr> </table> <p>Warranty: at least 1 year After sales service: After-sales service should be available in Mongolia, including technical support, maintenance, continuous supply of spare parts etc., Other requirement: The Project's logo shall be printed on the equipment (the official logo is provided in the end of this table).</p>	1.Pallet fork: 1 set	<ul style="list-style-type: none"> • must be compatible with the offered equipment • Made from durable, heavy gauge steel for long life 	2. Snow blade-1 set	<ul style="list-style-type: none"> • must be compatible with the offered equipment. • Moldboard angles right or left up to 30 degrees • Strong, high carbon steel cutting edge for long life 	1
1.Pallet fork: 1 set							
<ul style="list-style-type: none"> • must be compatible with the offered equipment • Made from durable, heavy gauge steel for long life 							
2. Snow blade-1 set							
<ul style="list-style-type: none"> • must be compatible with the offered equipment. • Moldboard angles right or left up to 30 degrees • Strong, high carbon steel cutting edge for long life 							
1.2	Dump truck for food waste collection and transportation	<p>Functions: Dump garbage truck is equipped with hydraulic lifting mechanism, which can tilt the trunk at a certain angle to realize the special dump truck for garbage self-unloading by self-weight.</p> <p>General requirements: Equipment Status: Must be new, supporting evidence (vehicle parts detail photos, vin code, and any supporting documents) shall be provided. Min Euro 3 standard Chassis: Equivalent to Sino-truck or Foton Engine: Equivalent to Weichai</p> <p>Technical specifications:</p>					

		<p>Loading capacity: At least 5 tonnes Tire specification: Main tires+ 1 spare tire Color: White Fuel type: Diesel Drive type: Left hand drive Control system: Automatic and Manual</p> <p>Warranty: At least 12 months</p> <p>After-sales support: Availability of technical support, maintenance services and, continuous supply of spare parts in Mongolia is required.</p> <p>Other requirement: The Project's logo shall be printed on the Right front door of the truck (the official logo is provided in the end of this table)</p>	
	Project logo	    <p>From the People of Japan</p>	

LOT2: Supply of Compost transportation and bulking material collection equipment			
2.1	Leaf collection machine	<p>Power source: Electric, 48V Engine power (Fan and Walking): 1500- 2200/1000W Filter Cleaning: Manual crank Battery capacity: 48 Volts (4 x 12 Volts), 110A Working hours: > 9-11 Hours Filter: polyester cylinder filtering surface: 3 m2 vacuum power: minimum 4,500- 4920m3 / Hour vacuum pipe: Polycarbonfiber White Garbage hopper capacity: minimum 240 LT Water tank capacity: minimum 30 LT Suction hose length: minimum 3000mm Suction hose diameter: minimum 120mm Ø Warranty: minimum 2 years Battery: Minimum 1 year</p>	20
	Project Logo	    <p>From the People of Japan</p>	

Reference pictures (examples only):

No	Description	Quantity	Visual reference	
LOT1: Supply of Small Loader and Dump truck				
1.1	Skid-steer loader	1	 	
1.2	Dump truck for food waste collection and transportation	1		

LOT2: Leaf collection machine

2.1

Leaf collection machine

20



FORM OF QUOTATION

(Goods)

Supply of G2- Compost transportation and bulking material collection equipment for the large-scale pilot project

Date:

To: 9202 MON: Ulaanbaatar Community Food Waste Recycling project

We offer to execute the **Lot 1: Supply of Small Loader and/or Lot2:Supply of Compost transportation and bulking material collection equipment** 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. 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 as per the Appendix 1 of the Contract.

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

**CONTRACT
(NO.G2)**

Project Name: 9202 MON: Ulaanbaatar Community Food Waste Recycling project

Name of contract: Supply of Compost transportation and bulking material collection equipment for the large-scale pilot project

Contract number: G2

This Contract is entered into on __[date]__ day of __[month]__, __[year], between **Mayor's Office, Municipality of Ulaanbaatar** and **G9202 (MON): "Ulaanbaatar Community Food Waste Recycling"** Project (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**
 - d) **Acceptance notice**
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 Mongolia on the date indicated above.

Signature and seal of the Mayor's Office:

For and on behalf of the Mayor's Office Ulaanbaatar

Signature and seal of the Supplier:

For and on behalf of the supplier

Ts.Turkhuu

General manager of the city of Ulaanbaatar
Head of Mayor's Office and project director

.....

Signature and seal of the project:

For and on behalf of the project

D.Nyamdorj

Project Coordinator

CONTRACT TERMS AND CONDITIONS

Project Name: 9202 MON: Ulaanbaatar Community Food Waste Recycling project
Purchaser: Mayor's Office, Municipality of Ulaanbaatar
Package No. G2

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 2 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) adequate technical documentation and catalogue(s) and manufacturers operation manuals (in English language, if required Supplier shall translate those technical documents in Mongolian language and submit to the Purchaser)

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 payment 20% of the total contract price shall be paid within 15 days of signing the contract and submission of the Performance security.
- (b) Remaining payment 80% of the total contract price shall be paid within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract including the required documents, and 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 60 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 Mongolia.

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.

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. Performance security

- (a) The Supplier shall, within 15 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the RFQ.
- (b) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- (c) The Performance Security shall be denominated in the currencies of the Contract, or in a freely

convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the RFQ, or in another form acceptable to the Purchaser.

- (d) The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary: [Name and address of the Purchaser]

Date:[Insert date (as day, month, and year)]

Performance Guarantee No.:

We have been informed that [name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of goods and related services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]³ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],⁴ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded⁵

.....
[Signate(s) and seal of bank (where appropriate)]

-- Note to Bidder --

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

³ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.

⁴ Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

⁵ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.