



Ministry of Tourism and Environment

**REQUEST FOR QUOTATIONS
– SUPPLY of GOODS for SCHOOL GARDEN
PROGRAM MALE’**

30th March 2026

Package No.: NCS-04

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

Country: Maldives

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Enhancing Climate Resilience and Food Security Project
Source of Funding : Asian Development Bank (ADB)
Contract Ref : ADB, Project Nr. 57002-001 Date of Issue of Request: 8th March 2026

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

Sir/Madam:

1. The Ministry of Tourism and Environment (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the goods and service mentioned in Specifications.

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
 - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be Maldivian Rufiyaa (MVR).
- (b) The prices should be quoted for supply and delivery to The Ministry of Tourism and

Environment and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in The Maldives.

- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years

Queries ,Submission and Opening

- (f) If you have any questions please submit via mail to procurement.resilience@environment.gov.mv before 2nd April 2026, 13:00hrs.
- (g) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by 6th April 2026 , 14:00hrs with the required documents that should be submitted electronically by email.

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

Evaluation and Comparison

- (f) 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**.
- (g) 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

- (h) 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.
- (i) The Supplier whose quotation has been accepted will be notified by the Purchaser within 30 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.

(j) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**.

5. Further information can be obtained from:

Name Abdulla Aiham Mohamed
Telephone +(960) 3018342
E-mail abdulla.aiham@mote.gov.mv

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

(a) Name of Institution: _____

(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____

(c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

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

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

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,



Mohamed Hamdhaan Zuhair
Project Manager
Ministry of Tourism and Environment

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Item	Description	Category	Unit	Location (Quantity)			Total Quantity	Unit Price	Total Price	Delivery Schedule
				MS	HS	GS				
01	Mango Plant	Grafted/ Air layered Plants (In fruits bearing age)	No.	6	8	6	20			
02	Guava Plant		No.	6	8	6	20			
03	Lime Plant		No.	6	8	6	20			
04	Water Apple Plant		No.	6	8	6	20			
05	Sapdella Plant		No.	6	8	6	20			
06	Mulberry Plant		No.	6	8	6	20			
07	Passionfruit saplings	Seeds and Plants	No.	10	10	10	30			
08	Butterfly pea saplings		No.	2	2	6	10			
09	Moringa saplings		No.	2	1	5	8			
10	Ginger Rihzomes		kg	2	2	2	6			
11	Lemongrass plants		No.	10	-	20	30			
12	Jasmine plants		No.	-	-	6	6			
13	Rose plants		No.	-	-	10	10			
14	Hibiscus plants		No.	-	-	15	15			
15	Cucumber seeds		Gram	5	10	-	15			
16	Baby spinach seeds		Gram	5	5	-	10			
17	Red Oak Lettuce seeds		Gram	5	5	-	10			
18	Green Oak Lettuce seeds		Gram	5			5			
19	Tomato Seeds		Gram	10			10			
20	Pak choy Seeds		Gram	10			10			
21	Topsoil/ Garden Soil (3.1.1)	Fertilizers	ft3	100	100	100	300			

22	Cocopeat (20L)	and Soil amendme nts	bags	50	50	50	150			
23	Compost 20kg		bags	50	50	50	150			
24	Seaweed Fertilizer		ml	500	500	500	1500			
25	Granular Fertilizer 12.11.18		gram	500	500	500	1500			
26	Granular Fertilizer 16.16.16		Gram	500	500	500	1500			
27	Water Soluble Fertilizer 20.20.20		Gram	500	500	500	1500			
28	Water Soluble Fertilizer 12.36.12		Gram	250	250	250	750			
29	Water Soluble Fertilizer 12.12.36		Gram	250	250	250	750			
30	Hydroponics Water soluble Fertilizer	Kg	5	5		10				
31	Beauveria Bassiana	Biopesticid es	ml	200	200	200	600			
32	Neem oil		ml	500	500	500	1500			
33	Trichoderma harzianum		ml	200	200	200	600			
34	Spinosad		ml	200	200	200	600			
35	Bacillus Thuringiensis		Grams	200	200	200	600			
36	Punch		liter	1	1	1	3			
37	Mikraksha		liter	1	1	1	3			
38	Cosmo		liter	1	1	1	3			
39	Mikrite	liter	1	1	1	3				
40	Hydroponics Vertical Grow Towers (30 to 50 planter set)	Other Inputs	No.	6	10	4	20			
41	4 in 1 water quality tester (EC, pH, Salinity, Temperature)		No.	1	1		2			
42	Plant pot 20 inch (Dia)		No.	7	10		17			
43	Water spray hose nozzle		No.	2	2	2	6			
44	Flexible hose 1/2 inch		Feet	50	100	100	250			
45	Venturi Filter		nos	1		1	2			
46	PSI Regulator		nos	1		1	2			
47	Female Hose start		nos	1		1	2			

48	25mm Drip supply line	Feet	20		35	55			
49	25mm T fitting	nos	2		2	4			
50	25mm Elbow fitting	nos	2		2	4			
51	20mm drip Line	Feet	65		152	217			
52	20mm T fitting	nos	4		4	8			
53	20mm Elbow fitting	nos	4		4	8			
54	20mm Drip end fitting/Cap	nos	6		6	12			
55	20mm Drip end fitting/Cap	nos	10		20	30			
56	CETA PC Emitters	nos	70		100	170			
57	3/4" Irrigation Automatic Timers	nos	1		1	2			
58	Mini-fridge (capacity 65L - 70L)	nos			1	1			
59	Drying Oven Specifications: Temperature adjustable in between 35 degree Celsius to 75 degree Celsius.. Material: stainless steel or food grade plate plastic Dimension: 12 x 12 x 16 inches (adjust based on cabinet size) Automatic temperature/humidity control, PID digital display	nos			1	1			

Note: MS: Muhyiddin School, HS: Hiriya School, GS: Ghazee School

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

Attachment 2

SPECIFICATIONS

1. Background

The Enhancing Climate Resilience and Food Security Project (*the Project*), financed by the Asian Development Bank (ADB, Project Nr. 57002-001), aims at building resilience in selected islands, including strengthening capacity and awareness to plan, adapt, and respond to climate change through improved early warning systems. One of the primary components of the project is output 3, which focuses on promoting climate smart technologies and practices in agri-food systems. This component aims to overcome constraints of limited topsoil and fresh water, by promoting water efficient and resilient urban farming. Under this component an Urban Farming Training Plan was developed, within which development of school gardens and demonstration plots are a primary components.

2. Objective

The main objective of this assignment is to develop three school gardens in three schools in Greater Male' region, namely Ghazee school in Hulhumale, Hiriya School in Male and Muhyiddin School in Villingili. This includes both equipment supply, input supply and associated civil works.

3. Implementation Arrangements

The party selected is expected to work closely with Urban Agriculture Specialist of the project to deliver the goods required for the school garden program. The concept of each school garden is provided in the next section.

4. School Garden Concepts

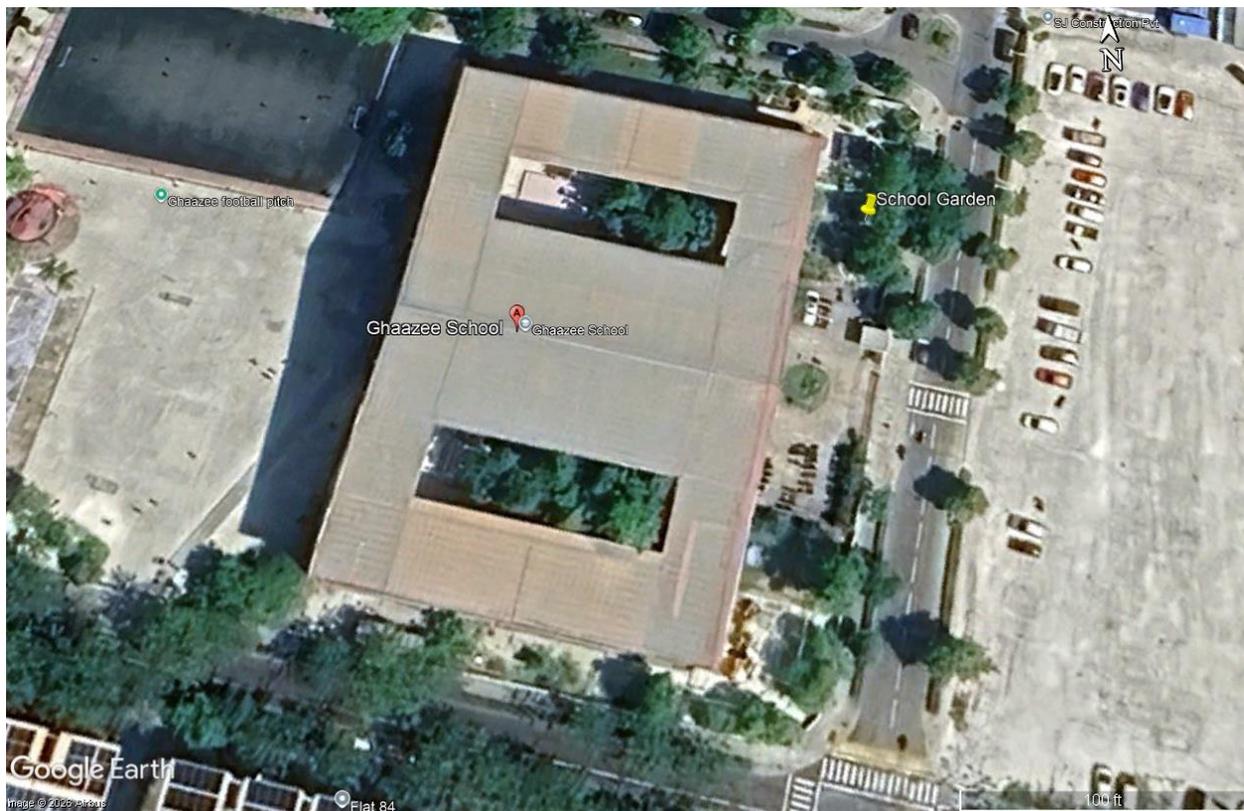
4.1 Ghazee School, Hulhumale

4.1.1 Introduction

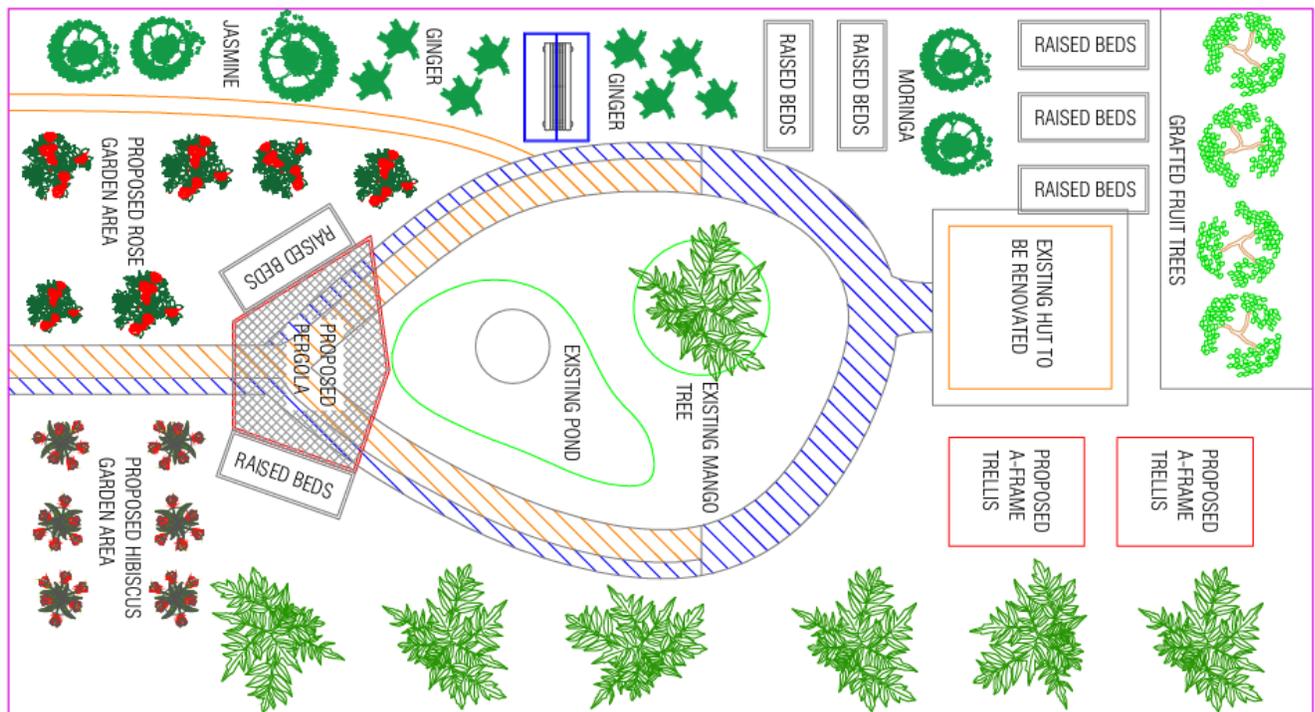
The school garden in Ghazee School, is planned for a plot of size 24 meters by 13 meters in the compound of the school. The focus of this garden is on cultivating tea-making plants, promoting sustainable urban agriculture, provide nutrition through locally grown backyard crops, enhancing climate resilience, and strengthening food security while providing students with unique educational opportunities in herbal cultivation and value addition and composting.

The garden plot helps students learn how these plants support health and wellbeing and shows how small urban spaces can be used to grow healthy plants.

4.1.2 Garden Location



4.1.3 Concept Drawing



4.1.4 Main Components of the Garden

Herbal Tea Garden: The plot will cultivate a variety of plants commonly used for tea making, including butterfly pea, hibiscus, jasmine, lemongrass, ginger, moringa, and roses. Each species offers distinct flavors, colors, and nutritional properties for tea preparation. This collection provides fresh ingredients for the school's beverage needs while teaching students about plant cultivation, harvesting methods, and the traditional and contemporary uses of herbal plants in different cultures.

Fruit Orchard for Tea Flavoring: A small orchard will be established with grafted fruit trees including mango, passion fruit, starfruit, and guava varieties specifically selected because their fruits add natural flavors and aromatic qualities to tea blends. These fruits can be used fresh, dried, or as infusions to create diverse tea varieties. This orchard component integrates seamlessly with the herbal tea garden theme while contributing to long-term food security.

Drip Irrigation System: An efficient drip irrigation system will be installed throughout the plot to deliver water directly to plant root zones. This water efficient method minimizes evaporation and runoff while ensuring consistent moisture delivery to both the tea plants and fruit trees, optimizing plant health and productivity.

Rainwater Resource Integration: The design integrates connections to existing underground rainwater storage tanks that currently remain unutilized at this school. The stored rainwater will be channeled through the drip irrigation system, transforming an unused resource into a sustainable water supply. This reduces

dependence on municipal water, lowers operational costs, and demonstrates efficient resource management essential for sustainable urban agriculture.

4.2 Hiriya School, Male'

4.2.1 Introduction

This Garden is planned to enhance, expand and improve existing school garden at Hiriya School's rooftop garden. The size of the plot is 17.9 m by 10.7 m in size. This will promote sustainable urban agriculture, enhance climate resilience, provide information on nutrition and strengthen food security while providing hands-on educational opportunities for students on urban gardening and composting.

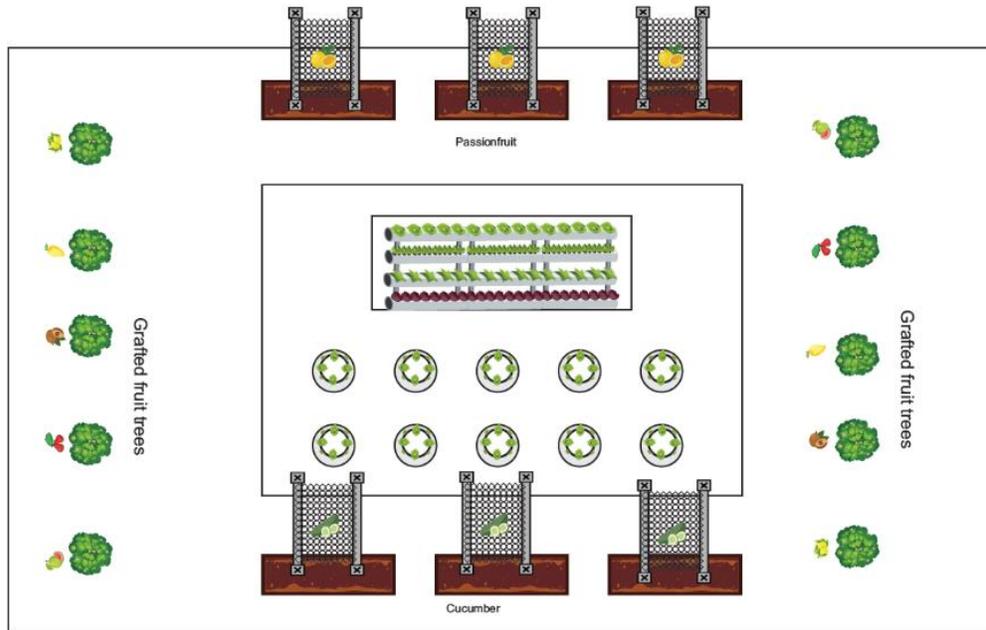
4.2.2 Existing Infrastructure

The plot currently features a shade net greenhouse equipped with a horizontal hydroponic system for lettuce production, and six raised beds for soil-based cultivation.

4.2.3 Location Map



4.2.4 Concept Drawing



4.2.5 Main Components of the Garden

Protected Growing Environment: The greenhouse structure will be upgraded from shade net to polycarbonate sheet roofs with insect nets, creating a climate-controlled space that protects crops from adverse weather, regulates temperature and humidity.

Integrated Hydroponic Systems: The design incorporates both horizontal and vertical hydroponic growing systems within the greenhouse. The existing horizontal pipe system will continue operating for leafy greens, while new vertical hydroponic towers will be added to maximize vertical space utilization. This layered approach significantly increases growing capacity without expanding the footprint, demonstrating water-efficient urban farming techniques.

Raised Bed Growing Areas: Six raised beds situated on the terrace provide flexible spaces for soil-based cultivation. These beds will accommodate diverse crops including Passion Fruit, Cucumber, Melons, tomatoes and peppers, on rotation basis.

Container Fruit Orchard: The design includes a small orchard featuring grafted fruit trees grown in large containers. This approach overcomes rooftop soil depth limitations while providing flexibility in tree placement and management, contributing to long-term food security through perennial fruit production.

Drip Irrigation System: An efficient drip irrigation system will be installed throughout the plot to deliver water directly to plant root zones. This water efficient method minimizes evaporation and runoff while ensuring consistent moisture delivery to plants.

Rainwater Irrigation System: The design integrates connections to existing underground rainwater storage tanks that are currently not utilized. The system will channel stored rainwater to the garden through appropriate pumping and distribution infrastructure, transforming an unused resource into a sustainable water supply that reduces municipal water dependence and operational costs.

4.3 Muhyideen School, Villingili

4.3.1 Introduction

This design develops Muhyiddin School's urban garden plot with a focus on cultivating nutritionally rich crops through diverse growing methods, promoting sustainable urban agriculture, enhancing climate resilience, and strengthening food security while providing students with comprehensive educational opportunities in modern and traditional farming techniques.

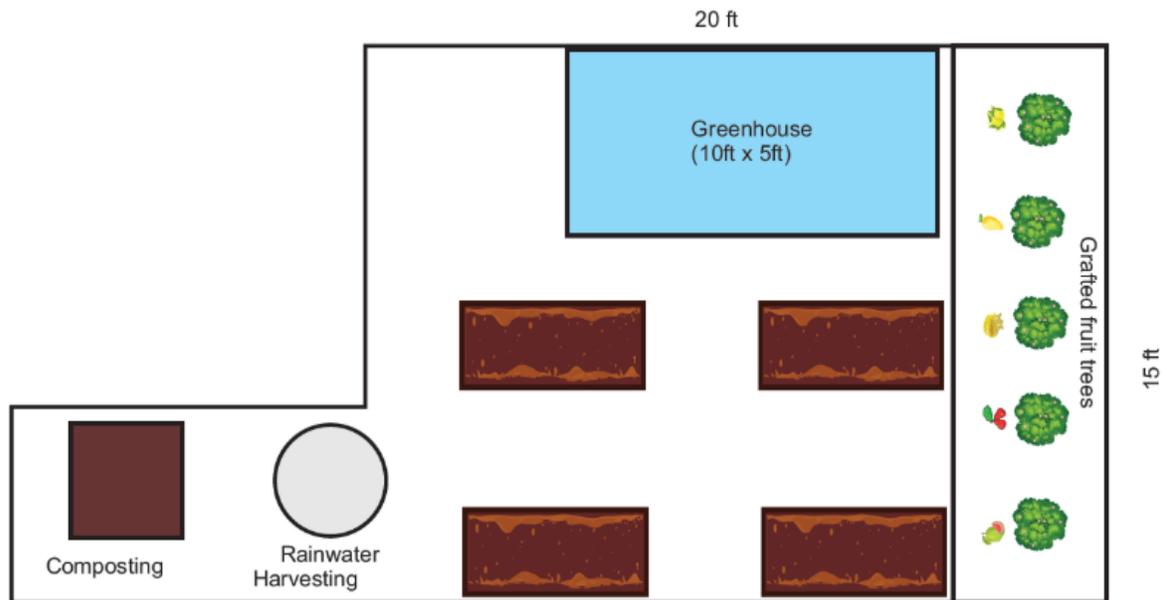
4.3.2 Design Focus

The garden plot is designed to demonstrate multiple growing systems both soil-based and hydroponic for producing nutrient-dense crops, creating a educational resource that exposes students to various agricultural technologies while maximizing food production in limited space.

4.3.3 Location Map



4.3.4 Concept Drawing



4.3.5 Main Components of the Garden

Raised Bed System: Multiple raised beds will be constructed for soil-based cultivation of nutritionally rich vegetables and crops. These beds provide controlled growing environments with improved drainage and soil quality, allowing for diverse crop rotation and year-round production of nutrient-dense vegetables, leafy greens, and other food crops that support the school's food security goals.

Polyhouse with Vertical Hydroponic Towers: A small polyhouse structure will be installed, equipped with vertical hydroponic tower systems. This climate controlled environment protects crops from weather extremes while the vertical towers maximize growing space by utilizing height rather than ground area. The hydroponic system will focus on producing high nutrient leafy greens, herbs, and other crops with efficient water usage and faster growth cycles compared to traditional methods.

Nutritionally Rich Crop Production: Both the raised beds and hydroponic systems will prioritize crops with high nutritional value, ensuring the garden contributes meaningfully to student health and food security. The combination of soil based and soilless growing methods demonstrates how different systems can complement each other to provide diverse, nutrient-rich food production throughout the year.

Container Fruit Orchard: Grafted fruit trees will be grown in large pots, providing flexibility in placement and management. Container cultivation allows for optimal positioning to maximize sunlight exposure and enables the school to grow fruit trees despite space constraints, contributing to long-term food security through perennial production.

Composting: Small scale composting will be carried out to turn garden waste and food scraps into natural compost. This compost will be used in the garden to improve soil health, reduce waste, and demonstrate sustainable practices to students.

Drip Irrigation System: An efficient drip irrigation system will be installed to service the raised beds and container fruit trees, delivering water directly to plant root zones. This water-efficient method minimizes evaporation and runoff while ensuring consistent moisture delivery, optimizing plant health and productivity.

Rainwater Harvesting Integration: The design incorporates a rainwater harvesting system that collects and stores rainwater for garden irrigation. The harvested water will be integrated with the drip irrigation system, providing a sustainable water source that reduces dependence on municipal supplies, lowers operational costs, and demonstrates sustainable resource management for climate-resilient urban agriculture.

5. Schedule

The selected party is expected to deliver the goods within 01 month of award.

FORM OF QUOTATION (Goods)

_____ (Date)

To: Ministry of Tourism and Environment
5th Floor, Velaanaage. 20096, Ameeru Ahmed Magu
Male', Maldives

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [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 : _____
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: Maldives

Project Name: Enhancing Climate Resilience and Food Security Project

Name of contract: Supply of goods & works for school garden

Contract No:

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: Enhancing Climate Resilience and Food Security Project
Purchaser: Ministry of Tourism and Environment
Package No. NCS-04

1. Definitions

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

2. Applicable Law

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

3. Language

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

4. Assignment

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

5. Fraud and Corruption

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

6. Fixed Contract Price

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

7. Delivery Schedule

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 3 months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

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

Supplier confirms compliance with above specifications.

9. Delivery and Documents

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

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

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:

100% upon certification by the Client of the completion of services.

12. Warranty

12.1 Fixed Assets (Fridge) offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

13. Defects

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

Facility _____

Address _____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Section 11 of Public Finance Regulation.

15. Failure to Perform

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

16. Force Majeure

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

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

17. Termination Due to Integrity Violation

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

18. Accounts and Records

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

19. Suspension of ADB Loan or Credit

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

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

20. Liquidated Damages

20.1 Delay in provision of the contracted work according to the supply and delivery schedule will result in a liquidated damage fee of 0.5% of the contract value per day of delay ($\text{Contract Value} * 0.005 * \text{Late Duration}$).Maximum deduction for liquidated damages: 15%