

**Ministry of Transport and Communications of the  
Kyrgyz Republic**

**Loan 3432/ Grant 0496 - CAREC Corridors 1 and  
3 Connector Road Project**

**REQUEST FOR QUOTATIONS  
– SUPPLY OF OFFICE EQUIPMENT (COMPUTERS  
AND COMPUTER EQUIPMENT)**

**February 3, 2023**

КЫРГЫЗ РЕСПУБЛИКАСЫНЫН  
ТРАНСПОРТ ЖАНА  
КОММУНИКАЦИЯЛАР  
МИНИСТРЛИГИ



МИНИСТЕРСТВО  
ТРАНСПОРТА И  
КОММУНИКАЦИЙ  
КЫРГЫЗСКОЙ РЕСПУБЛИКИ

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№ 14-8/72

« 03 » 02 2023 ж. (г.)

На № \_\_\_\_\_

## REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : *Loan 3432/ Grant 0496 - CAREC Corridors 1 and 3 Connector Road Project*  
Contract Ref : *CRP/SH/01/2023*

Dear Sir/Madam:

1. *The Ministry of Transport and Communications of the Kyrgyz Republic (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:*

- (i) Computer Type 1 – 23 units;
- (ii) Managed 24 port gigabit switch – 4 units;
- (iii) Notebook – 7 units;
- (iv) UPS – 23 units;
- (v) MFP A4 – 5 units;
- (vi) WI-FI Professional Access Points – 4 units;
- (vii) MFP A3 color with copy, print, scan functions – 2 units;
- (viii) Computer Type 2 – 60 units;
- (ix) Tablet + Keyboard – 4 units.

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 1 (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 **Kyrgyz som (KGS)**.
- (b) The prices should be quoted for supply and delivery to  
Ministry of Transport and Communications of the Kyrgyz Republic,  
6th floor, office 601 and/or 608  
42 Isanov str., Bishkek, 720017  
Kyrgyz Republic  
  
and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in Russian language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Bishkek, Kyrgyz Republic.
- (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 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 **February 10, 2023, 5.00 PM Bishkek 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: Ministry of Transport and Communications of the Kyrgyz Republic,  
Kyrgyz Republic, 720017, Bishkek,  
6th floor, office 601 and/or 608  
42 Isanov str., Bishkek, 720017  
Telephone: +996 312 900-970  
Fax: +996 312 314-378

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on *same date as for quotation submission* at **February 10, 2023, 5.15 PM Bishkek time** and at the following address: *The Ministry of Transport and Communications of the Kyrgyz Republic, Kyrgyz Republic, Bishkek, 6th floor, Conference-Hall.*

#### Evaluation and Comparison

(h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.

(i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

#### Award of Contract

(j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.

(k) The Supplier whose quotation has been accepted will be notified by the Purchaser within **55 days** from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.

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

5. Further information can be obtained from:

Name : Sanjar Ibraimov, Head of the Project Implementation Unit,  
Ministry of Transport and Communications of the Kyrgyz Republic,  
Kyrgyz Republic  
Address : 720017, Bishkek, Isanov str., 42,6th floor, office 601  
Telephone : +996 312 900-970  
Fax : +996 312 314-378

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):<sup>1</sup>

(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:<sup>2</sup>

(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).

**Best regards,**

**Deputy Minister**



**A. Dosaliev**

<sup>1</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

## Attachment 1

### SUPPLY AND DELIVERY SCHEDULE

Item	Description	Unit	Quantity	Unit Price	Total Price	Delivery Schedule
1.	Computer Type 1	unit	23			No more than four weeks from the date of contract signing
2.	Managed 24 port gigabit switch	unit	4			No more than four weeks from the date of contract signing
3.	Notebook	unit	7			No more than four weeks from the date of contract signing
4.	UPS	unit	23			No more than four weeks from the date of contract signing
5.	MFP A4	unit	5			No more than four weeks from the date of contract signing
6.	WI-FI Professional Access Points	unit	4			No more than four weeks from the date of contract signing
7.	MFP A3 color with copy, print, scan functions	unit	2			No more than five weeks from the date of contract signing
8.	Computer Type 2	unit	60			No more than four weeks from the date of contract signing
9.	Tablet + Keyboard	unit	4			No more than five weeks from the date of contract signing
	<b>Total</b>					

## Attachment 2

### TECHNICAL SPECIFICATIONS

Technical specifications	Purchaser requirements	Supplier's offer
<p><b>Computer Type 1</b></p>	<p>Processor i5-10500 (10th generation or higher);            Motherboard: Socket type: LGA1200, mATX            RAM -16 GB DDR4            SSD 512 GB            Built-in LAN 10/100/1000 GbE;            Ports: (2) USB 2.0            (1) USB 3.0            (1) HDMI output            (1) RJ-45 port            (1) power plug            (1) microphone/headphone combo jack            (1) USB 3.0 port for charging            (1) USB 3.0 type C;            Display Diagonal at least 27"            60 hertz;            Resolution 1920x1080;            Keyboard Interface-USB, multimedia            Mouse-interface - usb, for desktop computer mouse sensor 2000 dpi,            Headphone design - overhead, closed, connection type - wired or wireless            Warranty of at least 12 months</p>	
<p><b>Managed 24 port gigabit switch</b></p>	<p>Reputable Brand.            Number of 1000 Mb/s Ethernet ports: 24 ports            Port isolation            Port security            IEEE 802.1Q VLAN            Support up to 4K simultaneous VLANs            Broadcast Storm Control            Access Control List (ACL)            Web Graphical User Interface            UTP CAT 5E -200 m            Installation and configuration of equipment.            Official warranty of at least 12 months</p>	
<p><b>Notebook</b></p>	<p>Reputable Brand.            Processor i5-10210U (at least 10 generations);            DDR4 random access memory - at least 16 GB;            SSD 500 GB            Intel® UHD Graphics;            Full HD anti-glare display with white LED backlight;            diagonal not less than 15.6 ";            Resolution 1920x1080;            ports: 2 x USB 3.1 Gen 1            1 port USB 2.0            1 port USB type C            1 port HDMI 1.4b            1 port VGA</p>	

	<p>1 port RJ-45  1 headphone/microphone combo jack;  Battery Type  4-cell lithium-ion battery, 41 W*h;  Display Diagonal at least 27" 60 hertz;  Resolution 1920x1080;  Keyboard Interface-USB, multimedia  Mouse interface -usb, for desktop computer mouse sensor 2000 dpi,  Headphones design - overhead, closed,  connection type – wired or wireless  Warranty of at least 12 months</p>	
<b>UPS</b>	<p>UPS Type: Line Interactive  Power: 1500 VA / 900W  Output voltage  220V+/-10%  AVR operating range  165-275V  Number and type of output connectors  3 x Schuko  Battery charge time  6-8 hours  Low battery protection  Short circuit and overload protection  Official warranty of at least 12 months</p>	
<b>MFP A4</b>	<p>Functions: Print, copy, scan;  Print Technology: Laser  Format A4 B/W;  Print speed: at least 28 p/m;  The maximum load per month is not less than 30,000 pages;  Print quality at least 1200 x 1200 dpi;  Display 2-line LCD;  Processor speed not less than 800 MHz;  Connection, standard  1 Hi-Speed USB 2.0  1 Ethernet 10/100Base-TX;  1 receiver for Wi-Fi connection  The amount of memory is not less than 256 MB;  Two-sided printing  Automatic (included in delivery);  Scanner type  ADF device, flatbed scanner;  Scan File Format  JPG, RAW (BMP), PNG, TIFF, PDF;  Scanning speed at least 15 p/m;  The capacity of the automatic document feeder is at least 35 sheets;  Scan to mail  Acoustic pressure is not more than 52 Db;  Warranty at least 12 months</p>	
<b>WI-FI Professional Access Points</b>	<p>Reputable Brand.  Support 2.4 GHz Speed  300 Mbps - 5 GHz Speed 1733 Mbps  VLAN support  Management of all access points through the controller</p>	



	<p>Support POE 802.3af PoE  Ports (1) 10/100/1000 Ethernet  Wi-Fi Users 200+ Users  MIMO Chains 4x4  Support 4SSID  Support standards of WLAN 802.11 a/b/g/n/r/k/v/ac/ac-wave2  Support encryption of WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES) and 802.11w/PMF  UTP CAT 5E -200m  Installation and setup of equipment.  Official warranty of at least 12 months.</p>	
<p><b>MFP A3 color with copy, print, scan functions</b></p>	<p>Standard functions: printing/copying/scanning;  printing type: color, laser;  Format SRA3-A6, 52 - 300 g/m2  A4 print speed: at least 25 p/m (b/w and color);  A3 print speed: at least 15 p/m (b/w and color);  Cartridges capacity: not less than 26,000 pages;  Automatic feeder reversed;  2 trays x 500 pages  manual tray 150 pages;  automatic duplex;  memory of at least 2 GB;  hard disk not less than 250 GB;  Starter toner included;  Sending to e-mail  Official warranty of at least 12 months</p>	
<p><b>Computer Type 2</b></p>	<p>Processor i5-10500 (10th generation or higher);  Motherboard: Socket type: LGA1200, mATX  RAM -16 GB DDR4  SSD 512 GB  Built-in LAN 10/100/1000 GbE;  Ports: (2) USB 2.0  (1) USB 3.0  (1) HDMI output  (1) RJ-45 port  (1) power plug  (1) microphone/headphone combo jack  (1) USB 3.0 port for charging  (1) USB 3.0 type C;  Display Diagonal at least 23" 60 hertz;  Resolution 1920x1080;  Keyboard Interface-USB, multimedia  Mouse-interface - usb, for desktop computer mouse sensor 2000 dpi;  Headphone design - overhead, closed, connection type - wired or wireless  warranty of at least 12 months</p>	

**Tablet +  
keyboard**

Network  
Number of SIM cards: Single-SIM  
SIM slot type: SIM 1 + MicroSD  
Communication standard: 2G GSM, 4G FDD LTE, 4G TDD  
LTE, 5G  
Screen  
Screen type: LTPS TFT  
Screen size: 11  
Screen resolution: 2560 x 1600 (WQXGA)  
Pixels per inch (PPI): min 276  
Screen Color Depth: 16M  
S Pen support: Yes  
Memory  
RAM (GB): 8  
Built-in memory (GB): 128  
External Memory: MicroSD (up to 1TB)  
Connections  
USB: USB 3.2 Gen 1  
Navigation system: GPS, GLONASS, Beidou, Galileo  
MHL: No  
Wi-Fi: 802.11 a/b/g/n/ac/ax 2.4G+5GHz+6GHz, HE160,  
MIMO, 1024-QAM  
WiFi Direct: Yes  
Bluetooth Version: Bluetooth v5.2  
Support for NFC technology: No  
Bluetooth profiles: A2DP, AVRCP, DI, HFP, HID, HOGP,  
HSP, MAP, OPP, PAN, PBAP  
PC synchronization: Smart switching (PC version)  
CPU  
Frequency: 2.9GHz, 2.4GHz, 1.7GHz  
Type: Octa Core  
Model: Snapdragon 8 Gen 1 Qualcomm SM8450 or equivalent.  
Camera  
Main camera: 13.0 MP + 6.0 MP  
Video recording resolution (Main camera): UHD 4K (3840 x  
2160) at 30 fps  
Flash (Main Camera): Yes  
Autofocus (Main Camera): Yes  
Front camera: 12.0 MP + 12.0 MP  
Battery  
Standard battery (mAh): at least 8000  
Sensors  
Accelerometer, Fingerprint Scanner, Gyro Sensor, Geomagnetic  
Sensor, Hall Sensor, Light Sensor  
Audio and Video  
Video playback formats: MP4, M4V, 3GP, 3G2, WMV, ASF,  
AVI, FLV, MKV, WEBM  
Video playback resolution: UHD 8K (7680 x 4320) at 60fps  
Audio Formats: MP3, M4A, 3GA, AAC, OGG, OGA, WAV,  
WMA, AMR, AWB, FLAC, MID, MIDI, XMF, MXMF, IMY,  
RTTTL, RTX, OTA  
  
**Case:**  
Design and construction  
Case Type: Keyboard Case

	<p>Material: Polycarbonate Polyurethane Case Color: Black</p> <p><u>Features</u> Interface Features: POGO; Number of keys: 66, Russian and Latin layouts</p> <p><u>Dimensions and weight</u> Case should be designed for provided tablet</p> <p><u>Case complete set</u> Contents: Keyboard case (consists of two parts: slip case with stand and keyboard), brochure</p>	
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## FORM OF QUOTATION (Goods)

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

To: The Ministry of Transport and Communications of the Kyrgyz Republic,  
Bishkek, Isanov str., 6th floor, office 608 (PIU)

We offer to execute the **supply of office equipment (computers and computer 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] (\_\_\_\_\_) Kyrgyz som (KGS). 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 5 days from receipt.

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

# CONTRACT

Name of Country:

Project Name:

Name of Contract: **Supply of office equipment (computers and computer equipment)**

Contract Number: **CRP/SH/EQ-01/2022**

This Contract is entered into on February \_\_, 2023 between *Ministry of Transport and Communications of the Kyrgyz Republic* (hereinafter called "the Purchaser") on the one part, and \_\_\_\_\_ [*name of Supplier*] \_\_\_\_\_ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for **supply of office equipment (computers and computer equipment)** to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of \_\_\_\_\_ [*amount in words*] \_\_\_\_\_ [*amount in figures*] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation, with Supply and Delivery Schedule;**
  - b) **Contract Terms and Conditions;** and
  - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of the **Kyrgyz Republic** 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: *Loan 3432/ Grant 0496 - CAREC Corridors 1 and 3 Connector Road Project*  
Purchaser: *Ministry of Transport and Communications of the Kyrgyz Republic*  
Package No. **CRP/SH/EQ-01/2022**

### 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 six months from the date of signing of contract.

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

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

Supplier confirms compliance with above specifications.

**9. Delivery and Documents**

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

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

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

**10. Taxes and Duties**

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

**11. Payment**

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

- (a) 80% within 30 days from receipt by the Purchaser of the delivered goods in site in accordance with the contract (or whatever is appropriate for the goods being procured), including the required documents; and
- (b) 17.5% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.
- (c) 2.5% within 14 days after the expiration of the warranty period and/or delivery of a warranty letter of undertaking.

**12. Warranty**

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

**13. Defects**

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

Facility \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**14. Resolution of Disputes**

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

**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 amounts due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.