REQUEST FOR QUOTATIONS - SUPPLY of GOODS

For projects Road Safety Audit And Technology Consultants (2025)

Lot 1: Laptops, Printers, Tablets and Related Items

November 3rd, 2025

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title: Road Safety Audit And Technology Consultants Project Number: CAREC/C1&3/QCBS/RS [P12007/19]

Source of Funding: Asian Development Bank; DB: Central Asia Regional Economic Cooperation Corridors

1 and 3 Connector Road Project (Phase 2) - Additional Financing

Contract Ref: CAREC/C1&3/QCBS/RS [P12007/19] Date of Issue of RFQG: November 3rd, 2025

To: (name of invited vendor)

Sir/Madam:

1. United Group Teknik Danismanlik LLC (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following lot:

(i) Lot 1: Laptops, Printers, Tablets and Related Items

To assist you in the preparation of your price quotation we enclose five Attachments (numbered 1 to 5): Supply and Delivery Schedule, Technical Specifications, Form of Quotation, Checklist and Draft Contract. The Supply and Delivery Schedule lists the items included in the Lot. Technical Specifications shows technical specifications for each item in the Lot. The Form of Quotation is the form you must complete to submit an offer. The offer Checklist lists the items (papers) you must include in an offer. The Draft Contract shows the contract that will be signed between you and the purchaser if you are selected as the vender.

- 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 RFQG 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 **Draft Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents (no partial lots will be accepted) and submitted only in the attached **Supply and Delivery Schedule**, **Technical Specifications** and **Form of Quotation**. The currency of quoted prices and payment shall be KGS. The quoted and contract price must include all applicable taxes in Kyrgyzstan.
- (b) The prices should be quoted for supply and delivery to central Bishkek, Kyrgyzstan (specific address to be set later) 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 Bishkek, Kyrgyzstan.
- (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. <u>Without a signature in your Form of Quotation</u>, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.
- (e) Your quotation(s) should be valid for a period of 45 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years

Submission and Opening

(f) Your **Form of Quotation, Supply and Delivery Schedule** and **Technical Specification** should be submitted by **November 17, 2025, 5:00 PM** (at purchaser's option this deadline can be extended by 72 hours (three days)) either physically or electronically with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following addresses:

If submitted physically, then deliver a sealed envelope with required documents to

Purchaser's Address: United Group Teknik Danismanlik LLC Address: Toktogul street 160, Bishkek, Kyrgyz Republic

Attention: Kairat Salamatov Telephone: 0703904605

If submitted electronically, then send by fax or e-mail (with OFFER LOT 1 in the subject line) to:

Purchaser's Address: United Group Teknik Danismanlik LLC

Telephone: 0703904605

E-mail: procurement@ug-td.com

Copy: procurement.ipig@piumotc.com / kairat.salamatov24@gmail.com

(g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on November 14th at 4:00 PM and at the following address at Toktogul street 160

Evaluation and Comparison

(h) Quotations determined to be substantially responsive to this RFQG 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 RFQG.

- (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 **RFQG** and who has offered the lowest price quotation for entire lot (rather than individual articles within the lot).
- (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.
- (I) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. The contract price shall include all applicable taxes in Kyrgyzstan.
- 5. Further information can be obtained from:

Name: United Group Teknik Danismanlik LLC

Address Toktogul street 160

Telephone: 0703904605

E-mail: procurement@ug-td.com / kairat.salamatov24@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 on a separate page attached to your offer (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):1

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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 or ordinance which carry the penalty of imprisonment.
	If so charged or convicted, please state details on a separate page attached to your offer: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,

(Purchaser 1 United Group Teknik Danismanlik LLC Almazbek K. Nargiza)

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

Attachment 1 SUPPLY AND DELIVERY SCHEDULE

Lot 1: Laptops, Printers, Tablets and Related Ite	ems
Offered Price For Entire Lot:	KGS (inclusive of all taxes; final cost to purchaser
Delivery Date For Entire Lot:	

List Of Items In Lot (to be verified by supplier)

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Laptops	unit	4	-	-
2	Mouse	unit	4	-	-
3	Mousepad	unit	4	-	-
4	Laptop Bag	unit	4	-	-
5	Headset	unit	4	-	-
6	Color A3 Inkjet Printer	unit	1	-	-
7	Black and White Printer (3-in-1)	unit	1	-	-
8	Tablets	unit	4	-	-
	Total				

[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 TECHNICAL SPECIFICATIONS

General Requirements

- 1. Proposed equipment is generally required to meet or exceed the specified standards for all elements in the specification
 - a. If a vendor proposes equipment that does not meet the specified standard for one or more elements, then the vendor *must* indicate why a lesser standard was used for *each* those elements of the specification
 - b. To avoid any doubt, purchaser will independently check on-line specifications for proposed equipment
- 2. Proposed equipment generally must be in stock at the time of the proposal and expected to be in stock for the three weeks following the proposal date
 - a. If a proposed item is not in stock or is not expected to be in stock before three weeks following the proposal date, then vendor must specify the expected date the item will be in stock or the lead-time required for a special order to be delivered to the vendor
- 3. All items must come with the manufacturer's warranty for one year or better; gray-market goods are acceptable if they come with the manufacturer's warranty for one year or better
- 4. Vendor must have internal (or ready access to external) resources needed to provide proper warranty service
- 5. For computer equipment:
 - a. Vendor must install software and printer drivers and set up the computer equipment at a location in Bishkek specified by the Purchaser
 - b. Quotations must include all *de minimis* items required for the setup (*e.g.*, ethernet cables for the laptops)
- 6. Vendor must certify that the producers of proposed equipment are not on an Asian Development Bank or Government of Kyrgyzstan sanctions list.

Item	Technical Requirements	Offer of the Supplier
1. Laptops	■ Suitable for office use:	
	■ Screen: 15-inch non-touch or touch screen or better;	
	1920x1080 or better;	
	■ CPU: At least Intel Core i5 or AMD Ryzen 5.	
	■ Graphics: Nvidia GeForce RTX, GTX or better with at least 4	
	GB video memory; suitable for AutoCAD-type work on	
	medium-complexity 2D line drawings	
	 Memory: 16 GB DDR4 or DDR5 memory or better; user 	
	upgradeable preferred	
	■ Disk: 512 GB SSD or better; 2,5 inch or m.2 form factor;	
	upgradable by user preferred	
	■ Battery: Minimum 4 hours	
	■ USB-C Recharging: Desirable but not required	
	Ports: Ethernet required; HDMI; at least one USB A 3.1; one	
	USB C 3,1 desirable	
	■ Webcam: Consumer-grade integrated webcam for video	
	conferences	
	Warranty: Manufacturer's warranty for one year or better	
	Operating System: Windows 11 Pro installed; verifiable legal	
	license; retail license preferred (though OEM license is OK);	
	certified recycled software acceptable	
	Productivity Software: Microsoft Office 2021 or better installed;	
	verifiable legal license; single purchase version (i.e., no	
2. Mouse	subscription needed); certified recycled software acceptable Connection: Wireless required (Bluetooth or RF)	
Z. Mouse	Mouse: Medium-sized business-style mouse or better	
	Receiver: Replacement receivers (Bluetooth or RF) easily	
	sourced	
	■ Warranty: Manufacturer's warranty for one year or better	
3.	Size: 25 x 28 cm or larger	
Mousepad	Style: Fabric on hard foam; bound (sewn) edges; gaming	
тоиоории	mousepad preferred (gaming requirements are more stringent	
	than normal mousepads)	
4. Laptop	■ Padded shoulder bag for proposed laptop; OEM is not required	
Bag		

Item	Technical Requirements	Offer of the Supplier
5. Headset	Over-ear headset with microphone	· P. P.
	■ Connectivity:	
	– Bluetooth 5.2 and above	
	– 3.5 mm audio jack■ Battery Life: Up to 40 hrs	
	Included Accessories: USB-C cable, 3.5 mm cable	
	■ Charging: USB Type-C	
	■ Warranty: 1 year manufacturer's warranty	
6. Color A3	■ Device Type: Color inkjet printer for A3+ paper; easily	
Inkjet	adjustable for A4; suitable for printing text, high-quality images,	
Printer	and medium-complexity 2D drawings (e.g., from AutoCAD).	
	■ Color Capability: Six-color printing, high quality for both text	
	and color graphics/photos.	
	■ Functionality: Print only;	
	Print Speed: Up to 12 ppm (mono), up to 6 ppm (color). 10×15	
	cm photo printing takes approximately 27 seconds (borderless) or better	
	Paper Formats Supported: Supports A3, A4, A5, A6, B4, B5,	
	The resolution 5760 × 1440 dots per inch or higher	
	■ Connectivity Interfaces: USB 2.0 –, Wi-Fi and Wi-Fi Direct	
	■ Duty Cycle: Recommended volume - up to 1,000 A4 pages per	
	month; capable of handling larger volumes (up to 5,000–	
	10,000 pages/month for photo-intensive workloads) or better	
	■ Warranty: Manufacturer's worldwide warranty for one year or	
	better	
	Software Installation: If laptops are purchased from same	
	vendor, then the vendor must install all drivers and do other setups to use the printer	
7. Black	Small workgroup-type laser printer for A3 paper; mostly text,	
and White	but some photos (good quality) and medium-complexity 2D	
Printer (3-	line drawings (from AutoCAD-type software)	
in-1)	■ Duplex Printing: Desirable but not required	
	Print resolution (dots per inch) up to 1200 × 1200 dots per inch	
	or higher	
	 Copy resolution (dots per inch) up to 600 x 600 or higher Integrated printer, scanner and copier for A3 size papers; auto- 	
	 Integrated printer, scanner and copier for A3 size papers; auto- feed desirable but not required 	
	Speed: One-sided: up to 24 pages/min (A4), up to 12	
	pages/min (A3), up to 11 pages/min (A4R)	
	Ports: USB and Ethernet required	
	 Connectivity: Wi-Fi required Duty Cycle: 2 000 pages per month or better 	
	Toner Cartridges: Readily available, either OEM or refilled	
	(with quality guarantee)	
	■ Warranty: Manufacturer's worldwide warranty for one year or	
	better	
	 Software Installation: If laptops are purchased from same vendor, then the vendor must install all drivers and do other 	
	setups to use the printer	
	' '	
8. Tablets	Screen Size: 11 inches or larger, with stylus included	
	 Operating System: Android or equivalent Display Resolution: 2560 x 1600 (WQXGA) or higher 	
	 Display Resolution: 2560 x 1600 (WQXGA) or higher Processor: Octa-core or better 	
	Color Depth (Main Display): 16 million colors	
	■ Model Year: 2024 or newer	
	Processor Frequency: 3.36 GHz, 2.8 GHz, 2.0 GHz	
	■ Memory (RAM): 12 GB or more ■ Internal Storage: 256 GB or more	
	 Internal Storage: 256 GB or more Memory Card Slot: Supports MicroSD cards up to 1 TB or 	
	more	
	■ Wi-Fi: 802.11 a/b/g/n/ac/ax (2.4 GHz + 5 GHz + 6 GHz),	
	HE160, MIMO, 1024-QAM	
	■ Wi-Fi Direct: Yes ■ Bluetooth Version: Bluetooth v5.3	
	Cellular: 4G LTE required	
	Main Camera Resolution: 13.0 MP	
	■ Main Camera Autofocus: Yes	
	Main Camera Flash: Yes	
	 ■ Front Camera Resolution: 12.0 MP ■ Video Recording Resolution: UHD 4K (3840 x 2160) at 30 fps 	
	GPS: Required	

Item	Technical Requirements	Offer of the Supplier
	 Dust and Water Resistance: IP68 or higher Battery Life for Web Browsing (Wi-Fi): Up to 10 hours 	

Attachment 3

FORM OF QUOTATION (Goods)

	Date:
To: United Group Teknik Danismanlik LLC Toktogul street 160 0703904605 procurement@ug-td.com	
We offer to execute the	[amount
This Quotation and your written acceptance will constitute a binding C understand that you are not bound to accept the lowest or any Quotation you	
We hereby confirm that this Quotation complies with the Validity of conditions imposed by the Request for Quotation document and the Conditions , respectively.	
We: (a) are a national of an ADB member country; (b) have not been that prepared the design and specifications of the contract that is subject of the (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporal Asian Development Bank; and (e) to the best of our knowledge, is not prohibite in compliance with a decision of the United Nations Security Council.	nis request for quotation; orarily suspended by the
Name of Supplier: Authorized Signature: Name of Signatory: Title of Signatory: Address: Telephone Number: Fax Number, if any: Email address (optional)	
Name and address of Warranty Service provider:	
ACCEPTANCE The Purchaser accepts the Supplier's offer to supply and deliver the Contract with accepted Contract price for Supplier's signature to be submitted 15 days from receipt.	
Name of Purchaser: Authorized Signature: Name of Signatory: Title of Signatory: Date:	

Attachment 3

OFFER CHECKLIST

Your offer must include the following items:

- 1. Two copies of the completed **Form of Quotation** (Attachment 3) with items shown in blue completed (date, Lot number and name, Contract Price (in numbers and in words), detailed contact information and name and address of Warranty Service provider. One copy should be marked as "Original" and the second marked as "COPY".
- 2. Marked-up copy of **Supply and Delivery Schedule** (Attachment 1) with items shown in blue completed (name of the lot, the offered price (must match the value shown as the Contract Price in the **Form of Quotation**), the delivery date for the Lot and entries in the table for every item you are offering including description, unit, quantity, unit price and total price. The sum of all total prices must match the value shown as the Contract Price in the Form of Quotation.
- 3. Marked-up copy of **Technical Specifications** (Attachment 2) noting any differences from the requested specifications.
- 4. A document demonstrating 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.
- 5. If appropriate, a separate page with details on how your firm is temporarily debarred, declared ineligible, temporarily suspended, or blacklisted by the purchaser's country, any international organization, and other donor agency including:

	3, 4, 4, 4, 5
	(d) Name of Institution:
	(e) Period of debarment, ineligibility, or blacklisting (start and end date):
	(f) Reason for the debarment, ineligibility, or blacklisting:
6.	If appropriate, a separate page with details on how you have been charged or convicted any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment including:
	(e) Nature of the offense/violation:
	(f) Court/Area of jurisdiction:
	(g) Resolution (i.e. dismissed; settled; convicted/duration of penalty):
	(h) Other relevant details:

Attachment 4

DRAFT CONTRACT

Kyrgyzstan:

Project Name: Road Safety Audit And Technology Consultants Project Number: CAREC/C1&3/QCBS/RS [P12007/19]

Na	me Of Contract: Supply of equipment		
Со	ntract Number:	_	
Da		y of _[month]_,_ [year], between United Group Teknik furchaser") on the one part, and[name of oplier") on the other part.	
by		on for [description of goods] to be supplied has accepted the Quotation by the Supplier in the amount fter called "the Contract Price".	
	e Purchaser and the Supplier agree as follows: The following documents shall be deemed to viz:	form and be read and construed as part of this Contract,	
	a) Form of Quotation, with Supply and De	livery 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 .		
	WITNESS whereof the parties hereto have exeduate indicated above.	cuted the Contract under the laws of Kyrgyz Republic on	
	gnature and seal of the Purchaser: or and on behalf of	Signature and seal of the Suppler: For and on behalf of	
\overline{N}	ame of Authorized Representative	Name of Authorized Representative	

CONTRACT TERMS AND CONDITIONS

Project Name: Road Safety Audit And Technology Consultants

Project Number: CAREC/C1&3/QCBS/RS [P12007/19] Purchaser: United Group Teknik Danismanlik LLC Package Number.

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 Kyrgyzstan.

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 <u>ADB's Anticorruption Policy</u> (1998, as amended to date) and <u>Integrity Principles and Guidelines</u> (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

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 two weeks 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) 100% within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents;

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. The warranty rights of the Purchaser must be transferrable to a third party when the goods are delivered into the possession of the third party.

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 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 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.