

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Central Asia Regional Economic Cooperation Corridors 1 and 3

Source of Funding : ABD

Contract Ref : CAREC/C1&3/QCBS/RAMS

Date of Issue of Request: 17 August 2023

To : All selected Suppliers

Sir/Madam:

1. The Ministry of Transport and Communications of the Kyrgyz Republic (Purchaser), represented by the Consultant "Roughton International Limited" hereby requests you to submit price quotation/(s) for the supply of the following items:

(i) Set of Equipment for Survey of Unpaved Roads – Kyrgyz Republic

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 **USD (including all taxes and duties, etc. according to Article 10 of Contract attached)**.
- (b) The prices should be quoted for supply and delivery to **Bishkek, Kyrgyz Republic** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in **English and 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 required documents should be submitted electronically by email by 5.00 PM Bishkek time on 7th September 2023 to the following address:

Purchaser's Address : Roughton International Ltd.
Room No 506
Ministry of Transport and Communications
Isanova street 42, 710000 BISHKEK,
Kyrgyz Republic
E-mail : piouslin.samuel@roughton.com
Mandatory copy: procurement.ipig@gmail.com

Evaluation and Comparison

- (g) 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**.
- (h) 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

- (i) 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.
- (j) The Supplier whose quotation has been accepted will be notified by the Purchaser within 50 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.
- (k) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**.

5. Further information can be obtained from:

Name : Samuel Piouslin
Ministry of Transport and Communications
Room No 506
Isanova street 42, 710000 BISHKEK
Kyrgyz Republic
E-mail : piouslin.samuel@rougton.com

- 6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
- 7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
- 8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

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

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

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

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

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
(b) Court/Area of jurisdiction: _____
(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
(d) Other relevant details:

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

Sincerely,



(For) Roughton International Limited

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

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

Set of Equipment for Survey of Unpaved Roads – Kyrgyz Republic								Date: _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price DDP Bishkek, Kyrgyz Republic in accordance with RFQG Para 4 (a)(b)	DDP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in RFQG	Total Price per Line item (Col. 7+8)
1	<i>Set of equipment for the survey of gravel roads</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	1	<i>[insert unit price DDP per unit]</i>	<i>[insert totalDDP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[Insert Date]*

Price and Completion Schedule - Related Services

Set of Equipment for Survey of Unpaved Roads – Kyrgyz Republic						Date: _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1	<i>Installation and Calibration</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	1	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
2	<i>Training</i>			1		
Total quotation Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the quotation]* Date *[insert date]*

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

Attachment 2

TECHNICAL SPECIFICATIONS

Multifunctional Survey Equipment for Unpaved Roads

The Supplier shall supply a set of equipment to be mounted on a type of vehicle like Nissan Patrol, Toyota Hilux, Mitsubishi L200 and/or similar, provided by the Client.

The installation, fitting, and calibration of all equipment shall be part of the services to be provide by Supplier.

The equipment shall be designed to collect, in a single passage, with coherent referencing of measurement the different individual functions as listed below:

Overview and Central Computer System

Technical Requirements	Brand:
	Model:
The equipment must be of a robust design capable of operating on unpaved (gravel ad earth) roads under the local conditions (mountainous and remote areas, steep terrain, wet and muddy surface).	
Data collection shall be possible for temperatures between 0°C and 40°C.	
All survey equipment should be specifically designed for operation on local and unpaved roads with speeds from 20 km/h – 80 km/h and be capable of measuring on both gravel and earth roads.	
The central computer system shall collect and reference in a coherent way and based on the reference system prevailing in Kyrgyzstan all the measurements collected during the survey, to store them, prepare the initial post-processing and generate the survey data files. The software shall be delivered with the related user, administration and installation manual; the interface shall be English or Russian and <u>all documentation shall be provided with Russian translation</u> . The equipment will be supplied with one (1) license to operate all data collection for a minimum validity period of five (5) years.	
<p>The central computer system shall have at least the following functions:</p> <ul style="list-style-type: none"> - All the measurement information collected stored shall be stored in real time on the hard disk of the onboard computer or on a cloud where internet is available. The survey computer should use an operating system currently supported by the industry. The computer and software capacity shall allow for a storage capacity for continuous measurements over at least 10 days of operation (for 8h day of survey) after that, the data shall be retrieved and stored on external media. One additional storage device shall be provided for the recording and long-term storage of raw data and processed data, with the same capacity. - The central software system shall control the eventual individual software for operation of each individual component of the multifunctional vehicle. - For each component, the software shall include a verification module, immediately highlighting to the operator the results that are outside the usual tolerances and limit values defined for each measurement. 	

Technical Requirements	Brand:
	Model:
<ul style="list-style-type: none"> - Viewing and initial post-processing of the results after each survey session shall allow to verify the completeness of the session and eventual invalid data for each component. - The software shall allow the calibration of each equipment component, and the calibration procedures shall be clearly explained in the manual, for each component. - The software shall be parameterizable, so that the user can define the post-processing output path of the results, depending on the measurement, between 10 – 500 m. In relation with the reference location system, the post-processing shall allow re-initiation of the measurement path after each event or km-post to calculate homogenous sections. 	
Warranty period: minimum 3 years.	

Location Referencing and Geometry

Technical Specification	Brand:
	Model:
<p>The vehicle shall be equipped with an Odometer in the form of a »proximeter« designed to withstand the solicitations on deteriorated unpaved roads and designed to measure the distance travelled during the survey. The odometer shall allow to measure distances continuously from the start to the end of the link/survey section. The Odometer shall be equipped with a facility to reset the chainage at all specific points (km-posts, junctions) and to record simultaneously the whole distance, and the individual segments, over the whole measurement section.</p> <p>Repeatability and accuracy of the distance measurement shall be not less than $\pm 1\%$ of the true length, on the average of the three runs.</p> <p>Precision of the odometer shall be to 1 m.</p>	
<p>The geo-coordinates of the surveys shall be measured using a High-Accuracy Global Navigation Satellite System (GNSS) employing the differential fixed-reference technique with a location measurement error of less than 1.0 m in (X,Y) direction using a stationary reading. The antenna shall be capable of connecting to GNSS/ DGPS signals such as the free SBAS signals, EGNOS, WAAS, GAGAN, MSAS, GLONASS or Galileo.</p> <p>This precision shall be obtained for 95% of the points. The sampling of the GNS shall be not less than 0.1/s. The aim of the GNSS-survey is to provide the reference line connecting the coordinates of the reference points (km-post, junctions etc...) as well as the road geometry when combined to INS. All centrelines must have the correct topology (<i>e.g.</i> intersecting roads must intersect) and a unique centreline shall be provided for each link/survey.</p> <p>All GNSS coordinates to be at least in WGS84.</p>	
<p>To complement the GNSS, increase precision, and allow for »bridging the gaps« in areas without signal, the system shall provide an inertial navigation system (INS). The INS shall also be used for the measurement of the geometric parameters of the road.</p>	
Output data shall be:	

Technical Specification	Brand:
	Model:
<ul style="list-style-type: none"> - <u>Horizontal Alignment</u>: The Horizontal Alignment data has to be represented as headings (expressed in degrees 0) and also as the Radius of Curvature (Rh, expressed in metres). The data are to be provided at 10 m intervals. - <u>Vertical Profile</u>: The Vertical Profile data are to be represented as Longitudinal Gradient and Vertical Curvature (Rv). The Longitudinal Gradient is to be expressed in percent (%) and the Vertical Curvature is to be expressed in metres. The data are to be provided at 10 m intervals. - <u>Transverse Gradient</u>: The transverse gradient data consists of the cross fall and/or super-elevation. It is to be expressed in percent (%) with the appropriate sign if the survey is carried out on the left side of the road. The data are to be provided at 10 m interval. On roads where the vehicle may operate over the crown of the pavement, the transverse gradient shall be taken on the right pavement side. 	
Warranty period: minimum 3 years.	

Video Logging

Technical Specifications	Brand:
	Model:
<p>The digital high resolution video logging shall enable to record the environment of the road. The camera shall be mounted on the roof of the vehicle with a slid rack and waterproof IP67 enclosure. The fixing of the camera shall be user adjustable, to ensure horizontal and vertical position.</p> <p>The system should be equipped with one (1) wide-angle front-facing camera to provide a wide field of vision capturing.</p> <p>The camera shall be with “True colour” 24-bpp and 5 Megapixel definition. A high-quality grand angle lens shall be provided.</p> <p>The camera should be accredited for the use of iRAP surveys.</p> <p>Images shall be sampled at adjustable intervals, minimum 10 m, in JPG, JPEG, AVI or similar standard file types and labelled and stored according to their reference location. Sampling at 10 m intervals shall be possible for a speed up to 80 km/h travel with a precision of the image location of 1 m, and be conditioned by the distances/intervals independently of the driving speed. The location of the images shall be recorded in liaison with the central computer system, both in terms of chainage and coordinates.</p> <p>The system shall be delivering with all cabling and fitting for installation on the Client's vehicle</p>	
Warranty period: minimum 3 years.	

Bump Integrator

Technical Specification	Brand:
	Model:
The system shall be a World Bank Class 3 roughness measurement device, with precision	

<p>The system shall collect pavement roughness and be able to calculate international index (e.g. IRI or RN) based on the survey results, after calibration with a calibrated vertical resolution below 0.5 mm.</p> <p>The system shall be robust, and survey results not affected by wet, unpaved or very rough surfaces</p> <p>The survey shall be operating for speeds from 20 to 80km/h</p> <p>The roughness sampling intervals shall be flexible and the User shall be able to define the intervals.</p> <p>The system shall be delivering with all cabling and fitting for installation on the Client's vehicle</p>	
Warranty period: minimum 3 years.	

Events Logging System (Keyboard)

Technical Specification	Brand:
	Model:
<p>The system shall allow to fix the characteristic points (defects on the carriageway, specific location points, km-points, etc.) by using additional keyboards, attached to a laptop or tablet, connected to the central location system. The system shall allow tracking of linear (start, end) and punctual (point) objects, with possibility to record their position in the cross-section.</p> <p>The keyboard shall be linked to a software application, displaying in real time the records taken during the survey, and storing the data in the central system.</p> <p>The number of possible objects (or keys) shall be >48 types.</p> <p>The location precision of the objects shall be within 1 m, when the key is pressed.</p> <p>The configuration, number of keys, type of keypad, and the list of recorded objects shall be adaptable by the user in a user-friendly way.</p> <p>The keyboard logging system shall be designed in such a way, that it can be also used independently, on a different (standard) vehicle, or as part of the post-processing process.</p>	
Warranty period: minimum 3 years.	

Post processing

Technical Specification	Brand:
	Model:
<p>The appropriate viewing software shall be provided, to allow display of images, at various speeds. Features shall include:</p> <ul style="list-style-type: none"> - A ruler integrated in the display to allow measurement of the various road assets, but regarding position (offset of the carriageway) and linear dimensions, with the possibility to save the measured information and create an inventory file from this (e.g. carriageway width, roads signs or guardrail inventory). 	

<p>- Navigation between the images, stored according to road and chainage selecting of images according to their position and sequential visualization of images, at user defined speeds;</p> <p>Adjustment of brightness, luminosity and colour intensity to be able to view images with low exposure. The system shall allow to fix the characteristic points (defects on the carriageway, specific location points, km-points, etc.) by using additional keyboards, attached to a laptop or tablet, connected to the central location system. The keyboard specified above may be proposed as post-processing keyboard. The system shall allow tracking of linear (start, end) and punctual (point) objects, with possibility to record their position in the cross-section.</p> <p>The keyboard shall be linked to a software application, displaying in real time the records taken during the survey, and storing the data in the central system.</p>	
<p>The software will be supplied with a minimum of two (2) licenses to operate all data collection and or processing software for the a minimum validity period of (5) years without additional fees.</p>	
<p>All post-processed data shall be exportable to standard office software, type Microsoft Word files, Microsoft Excel files, CSV or TXT format, etc.</p>	
<p>One additional computer shall be delivered and placed in the Client's office, to be equipped with all the software required for the data collection, pre- and post-processing of the data with the following minimum specifications:</p> <p style="text-align: center;">Computer</p> <ul style="list-style-type: none"> • Processor: Intel® Core™ i7-10700 Processor (16M Cache, up to 4.80 GHz) • Memory: 32GB DDR4-SDRAM 3200 MHz • Maximum internal memory: 128 GB • USB, Ethernet LAN and display ports as required for proper use of post-processing software • Standard full-size keyboard with English/Russian • External USB optical mouse • Windows 10 or above • EU Standard Power plugs <p style="text-align: center;">Screen</p> <ul style="list-style-type: none"> • Display Type: LED-backlit LCD monitor / TFT active matrix • Diagonal Size: 24" • Built-in Devices: USB • Interfaces as required to connect to the post-processing computer • EU Standard Power plugs 	
<p>Warranty period: minimum 3 years.</p>	

List of Services and Completion Schedule

Calibration and validation of survey vehicles shall be arranged at PIC, Bishkek within a maximum of 30 days from the delivery date. Training shall be provided at the PIC (Innovation Center under Ministry of Transport and Communications) within 30 days after validation and calibration, and shall include operation and calibration of delivering the equipment.

Detailed requirements related to training and calibration are furnished in the table below.

Description of Service	Quantity
<p>Calibration and Validation of pavement survey equipment</p> <p>Repeatability and accuracy shall be confirmed at the minimum speed specified by the producer during qualification verification.</p> <ul style="list-style-type: none"> • All measuring equipment must have a valid calibration certification to an international standard. • Calibration certification will confirm individual equipment accuracy as defined above for the measuring components of the system, the accelerometers, the lasers and the distance measuring system etc. • Validation should be recognized as separate processes within the overall objective of obtaining accurate and reproducible roadway profiles. • A validation program and protocol shall be agreed between the client and the producer and carried out prior to acceptance of the equipment; this validation must include the survey and postprocessing of 50 km of data and the operator's certification, after training has been completed. • Calibration for roughness shall be done against the class 1 laser profiler available at PIC and carried out on a minimum of 5 sites, each 300 m long, with different roughness conditions. <p>The sites shall be selected to reflect the full range of operating conditions likely to be encountered in the surveys.</p>	1
<p>Training</p> <p>An operating and maintenance manual shall be provided in hard copy and electronic copy for each system, in English and Russian language.</p> <p>Training shall be organized as follows:</p> <p>A comprehensive training program for 2 weeks shall be conducted within 30 days of the initial commissioning of the equipment. The training shall be conducted in person and shall comprise in-house training in the client's facilities and field training in real situations. At least 50 km of different road sections shall be surveyed and postprocessed during the training.</p> <p>A second training of 1 week shall be programmed within 6 months of the equipment acceptance. The theoretical training sessions shall be recorded on video to serve as future reference.</p>	1

Inspection & Testing

The following inspections and tests shall be performed:

Provisional Acceptance of the supplied goods shall be performed with participation of Purchaser's representatives at the place of destination – MoTC, Bishkek, Kyrgyz Republic. This will be done to ensure the conformity of Goods with the quality (model of equipment supplied), integrity and quantity requirements of the contract.

The Final Acceptance Certificate shall be issued only after all Related Services have been completed by the Supplier at each respective place of destination, as per Table 2 - List of Related Services and Completion Schedule. The Final Acceptance Certificate will serve as precondition for processing the final payment due to the Supplier.

The Final Acceptance Certificate shall be issued within maximum 5 calendar days after completion of the Related Services.

FORM OF QUOTATION (Goods)

_____ (Date)

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

We offer to execute the **Set of Equipment for Survey of Unpaved Roads – Kyrgyz Republic** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency]_____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. [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: **Kyrgyz Republic**

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

Name of Contract: **Set of Equipment for Survey of Unpaved Roads – Kyrgyz Republic**

Contract Number: **CAREC/C1&3/QCBS/RAMS**

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 **Set of Equipment for Survey of Unpaved Roads – Kyrgyz Republic** [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

SAMPLE CONTRACT TERMS AND CONDITIONS

Project Name: _____ Purchaser: _____
Package No. _____

1. Definitions

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

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the 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 _____ 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 Purchaser¹.

11. Payment

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

- (a) Advance payment of 20% within 14 days of signing the contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.
- (b) 70% if advance payment made) 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; and
- (c) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 36 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) 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.