Ministry of Education and Science of the Kyrgyz Republic

Project: Kyrgyz Republic: School Education Reform Sector Development Project (Ioan No.4217 – KGZ (COL)/grant No.0851 – KGZ) (SERSDP)

REQUEST FOR QUOTATIONS

Office equipment for the Project Implementation Unit

December 2024

REQUEST FOR QUOTATION - GOODS (RFQG)

| Project Title: | Kyrgyz Republic: School Education Reform Sector Development Project (loan No.4217–KGZ (COL)/grant No.0851 – KGZ) (SERSDP) |
|---------------------------|--|
| Source of Funding: | Asian Development Bank |
| Contract Ref: | G-N-2 Office equipment for the project implementation department |
| Date of Issue of Request: | December 27, 2024 |
| То: | all participants |

Sir/Madam:

- School Education Reform Sector Development Project under the Ministry of Education and Science of the Kyrgyz Republic hereby requests you to submit price quotation/(s) for the supply of the following items:
 - i. Video conference system kit
 - ii. Camera
 - iii. Memory card for camera
 - iv. Video Projector
 - v. Screen for video projector
 - vi. MFP 3-in-1. Printer-Scanner-Copy
 - vii. MFP 3 in 1 "combine" (stapler function)
 - viii. Web camera
 - ix. Mouse + keyboard kit
 - x. Monitor for Laptop
 - xi. Laptop (standard)
 - xii. Laptop (advanced)
 - xiii. Server (system unit)
 - xiv. TV for conference
 - xv. Mobile TV stand

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 <u>Anticorruption Policy</u> (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 confirming your experience as a supplier for at least one contract in the last 3 years, the amount of one contract must be at least 2,600,000 soms, the size and nature similar to the items in the supply schedule of this contract. Also attach a certificate from the State Tax Service "on the absence of debt" and a Bank guarantee for the amount of 320,000 soms.
- 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 Kyrgyz Som. In your price quotation/(s), you must separately indicate the price of the Goods and all taxes separately.
- (b) The prices should be quoted for supply and delivery to Bishkek, Kyrgyzstan 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, 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. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years and your bank guarantee will also be retained.

Submission and Opening

(f) Your Form of Quotation with the priced Supply and Delivery Schedule should be submitted by <u>until 15:00 hours on January 10, 2025</u> with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's address: Bishkek city, Tynystanov street 257. Ministry of Education and Science of the Kyrgyz Republic. 4th floor, office 415, tel. 0312 62 35 73

(g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on January 10, 2025 at 15:00 hours and at the following address.

Bishkek city, st. Tynystanova 257. Ministry of Education and Science of the Kyrgyz Republic.

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 (specified in Clause 3) 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 offer is accepted will be notified by the Purchaser upon completion of the evaluation by returning a copy of the Form of Quotation with Acceptance signed by the authorized representative of the Purchaser.
- The successful Supplier shall sign the Contract governed by the Contract Terms and Conditions. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in Kyrgyz Republic.
- 5. Further information can be obtained from:

Name: School Education Reform Sector Development Project of the Asian Development Bank under the Ministry of Education and Science of the Kyrgyz Republic. Address: Bishkek, Manas Avenue 22A. Phone: +996 550 37 67 99 E-mail: <u>sersdp.adb.project@gmail.com</u>

- 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 <u>ADB's Anticorruption Policy</u> (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in

ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

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

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

- (a) Name of Institution:
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting:
- 9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

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

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

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

Sincerely,

(Purchaser)

Attachment 1

| SUPPLY AND DELIVERY SCHEDULE |
|------------------------------|
|------------------------------|

| ltem | Description | Unit | Quantit y | Unit Price | Total Price | Delivery Schedule |
|------|---|--------|--------------|---------------|----------------|--|
| | Video conference system kit | System | | | | |
| 1 | | | 1 | | | |
| 2 | Camera | рс | 1 | | | |
| | Memory card for camera | рс | | | | |
| 3 | | | 1 | | | |
| 4 | Video Projector | рс | 1 | | | |
| 5 | Screen for video projector | рс | 1 | | | |
| 6 | MFP 3-in-1. Printer-Scanner- Copy | рс | 8 | | | 30 days after signing the contract |
| 7 | MFP 3 in 1 "combine" (stapler function) | рс | 1 | | | |
| 8 | Web camera | рс | 17 | | | - |
| 9 | Mouse + keyboard kit | рс | 17 | | | |
| 10 | Monitor for Laptop | рс | 17 | | | - |
| 11 | Laptop (standard) | рс | 14 | | | |
| 12 | Laptop (advanced) | рс | 3 | | | 1 |
| 13 | Server (system unit) | рс | 1 | | | |
| | TV for conference | рс | | | | 1 |
| 14 | | | 1 | | | |
| 15 | Mobile TV stand | рс | 1 | | | |

Attachment 2

TECHNICAL SPECIFICATIONS

| N⁰ | Name | Technical specifications for the procurement of ICT equipment | Quantity |
|----|--------------------------------|--|----------|
| 1 | Video conference system kit | ICT equipment PTZ camera: -Image sensor no worse than 1/2.8" -Effective pixels no less than 8.29 MP -Aperture no less than F1.6-2.8 -Video format no less than 4K30,1080P-60/50/30/25, 720P-60/50/30/25 -Horizontal angle no less than 70.82°(W)-6.48°(T) -Focus should be automatic and manual -Digital noise reduction function -HDMI, DP interfaces -Video compression formats H.264, H.265, MJPG, YUY2 -VISCA/Pelco-D/Pelco-P control protocols -Pan and tilt rotation> ±175°, -90°~+90 -Number of presets no less than 255 Pelco-D presets, 32 Pelco-P presets, 7 Visca presets (10 presets with remote control) Speakerphone with 2 remote microphones: -Microphone sensitivity 38 dBc -Connectors not less than 2*3.5 mm (for remote microphones) -Reception range of speakerphone with 2 additional microphones up to 9 meters Hub: -Interfaces not less than DP*2, power*1, USB Type-C*1 Package includes: PTZ camera, hub, speakerphone, 2 | 1 system |
| 2 | Camera | remote microphones, 3m USB cable, 5m DP cable*2 Main characteristics Camera type: mirrorless Matrix: - Resolution not less than 24.2 megapixels -Matrix type not worse than EXR CMOS -Maximum resolution up to 6000 x 4000 -Sensitivity not less than 100-3200 ISO -Matrix physical size not less than 35.6 x 23.8 mm Lens: - included - minimum focal length 28 mm - maximum focal length 70 mm - must have optical lens stabilizer Shooting mode: - Frame format not less than 16:9, 3:2 - Shooting speed not less than 10 frames per second -Maximum series of shots not less than 163 for JPEG, 89 for RAW - Timer Exposure: | 1 pc |

| | | Maximum shutter speed not less than 30 s Minimum shutter speed not less than 1/8000 s Must have manual shutter speed and aperture settings LCD screen: Not less than 3 inches Resolution not less than 921600 px Must be touch Interfaces: Must be Wi-fi Not less than NFC, HDMI, Bluetooth, USB, for microphone Video recording: Formats not less than MP4, AVCHD Maximum resolution 4K Camera tripod and case included. | |
|---|--------------------------------------|---|-------|
| 3 | Memory card for camera | -Volume not less than 256 GB -Read speed up to 200 MB/s -Write speed up to 140 MB/s | 1 pc |
| 4 | Video Projector | DLP technology or similar Resolution not less than 1280x800 Projection ratio not less than 0.52 ÷ 0.52 : 1 Brightness not less than 3600 lm Vertical trapezoid correction ±40° is possible Lifespan not less than 5000 hours Inputs not less than HDMI*1, VGA*1, composite video*1, audio MiniJack*1 Outputs not less than VGA*1 Speakers not less than 1 x 16 W | 1 pc |
| 5 | Screen for video projector | The screen must be on a tripod The canvas size must be at least 203*203 cm The color must be white The size of the working surface must be at least 195*195 cm | 1 pc |
| 6 | MFP 3-in-1. Printer- Scanner-Copy | Machine type monochrome laser Supported functions Print, scan and copy Print speed Single-sided: up to 40 ppm (A4); up to 65.4 ppm (A5, landscape orientation) Duplex: up to 33.6 ipm (A4) 50-sheet automatic document feeder Print resolution up to 1200 x 1200 dpi First page out time no more than 5.0 sec. Must have toner save mode Must have the following print functions: Secure Print with encryption, Secure Print, Print from USB flash drive button (JPEG / TIFF / PDF), Print from the cloud (Dropbox, Google Drive, OneDrive) (PDF / JPEG), Microsoft Universal Print Copy speed Single-sided (A4): up to 40 ppm Duplex (A4): Up to 33.6 ipm Colour scanning up to 600 x 600 dpi Duplex copying Colour scanning up to 600 x 300 dpi), Mono 2-sided: | 8 pcs |

| | | 100 ipm (300 x 300 dpi), Colour 2-sided: 80 ipm (300 x 300 dpi) Paper output up to 150 sheets 250-sheet cassette sheets Maximum paper feed capacity up to 900 sheets Processor frequency not less than 1200 MHz Memory not less than 1 GB Data storage not less than 4 GB eMMC Control panel with touch LCD screen not less than 12.7 cm | |
|---|--|--|--------|
| 7 | MFP 3 in 1 "combine" (stapler function) | Standard functions: at least Copy, Email, Fax, Print, Scan Print speed Color: up to 40 pages per minute Black: up to 40 pages per minute Standard paper capacity up to 251 sheets Automatic document feeder type 100-sheet DADF Connectivity options not less than Ethernet 10/100/1000 Base-T, High-speed direct printing via USB 2.0, NFC Copying: Maximum copy resolution not less than 600 x 600 dpi Copy capabilities not less than Automatic paper selection, Automatic reduction / enlargement, Automatic switching between trays Printing: Maximum print resolution not less than 1200 x 1200 dpi Processor speed not less than 1.2 GHz Processor type not less than Quad Core Memory not less than 2 GB Mobile printing function Scanning purpose not less than Scan to email, Scan home, Scan to mailbox, Scan to network (via FTP/HTTP/HTTPS protocols), Scan to network folder (via FTP/HTTP/HTTPS protocols), Scan to DSB. -Scan file formats JPEG, PDF, PDF/A, TIFF There should be a remote control function using a cloud workplace; Supported operating systems: Android, Fedora® Core, Mac OS 12.x, 13.x, 14.x, Ubuntu®, Windows 10, Windows 11, Windows Server 2016, Windows Server 2019, Windows Server 2022, iOS -A semi-automatic stapler should be included for stapling printed materials; The stapler cartridges must be in a set of at least | 1 pc |
| 8 | Web camera | 10,000 pieces. -Matrix resolution not less than 2 Mpix -Maximum frame rate 30 Hz -Video resolution not less than 1660*1200 Pix - USB connection - Compatibility with Windows - Microphone must be built-in - Monitor mount | 17 pcs |

| 9 | Mouse + keyboard kit | Keyboard: | 17 pcs |
|----|----------------------|--|--------|
| 9 | Mouse + Reyboard Kit | - Type wired membrane | 17 pcs |
| | | | |
| | | - Layout languages not less than EN,RU | |
| | | - Number of keys not less than 104 pcs | |
| | | - Must have a numeric block | |
| | | - Color black | |
| | | - Connection via USB | |
| | | Mouse: | |
| | | - No worse than optical | |
| | | - Number of buttons not less than 3 pcs | |
| | | - Maximum sensor resolution not less than 1000 dpi | |
| | | - Connection via USB | |
| 10 | Monitor for Laptop | - Screen diagonal not less than 27" | 17 pcs |
| | | - Maximum resolution not less than 1920x1080 | - |
| | | - Matrix backlight type not less than LED | |
| | | - Matrix technology VA | |
| | | - Vision protection technology not worse than Low Blue | |
| | | Light | |
| | | - Aspect ratio not less than 16:9 | |
| | | - Coating not worse than matte | |
| | | - Viewing angle vertically and horizontally not less than | |
| | | 178° | |
| | | - Brightness not less than 250 cd/m² | |
| | | - Response time not more than 4 ms (GTG), 1 ms | |
| | | (MRPT) | |
| | | - Maximum refresh rate not less than 100 Hz | |
| | | | |
| | | - Dynamic contrast not less than 100M:1 | |
| | | - Connectors not less than HDMI*1, VGA*1 | |
| | | - Built-in speaker system with a power of not less than | |
| | | 2 x 2 W | |
| | | - Screen tilt not less than -5°/+25° | |
| | | - Pixel density not less than 82 ppi | |
| | | - Cables for connection to PC (laptop) | |
| 11 | Laptop (standard) | -Display not less than 15.6", resolution not less than | 14 pcs |
| | | FHD 1920x1080, refresh rate not less than 120Hz | |
| | | - Display must be antiglare with brightness not less than | |
| | | 250 nit | |
| | | - Processor similar to Intel® Core™ i5-1235U: cache not | |
| | | less than 12 MB, not less than 10 cores, not less than | |
| | | 12 threads with maximum frequency up to 4.4 GHz | |
| | | - Graphics processor must be integrated | |
| | | -Memory not less than 8 GB | |
| | | - Storage not less than 512 GB M.2 PCIe NVMe | |
| | | - Integrated camera 720p with microphone | |
| | | - Stereo speakers not less than $2 \text{ W} \times 2 = 4 \text{ W}$ | |
| | | - Wireless connections not worse than 720p Realtek Wi- | |
| | | Fi 5 RTL8821CE, 1x1, 802.11ac, MU-MIMO, | |
| | | Bluetooth® wireless card | |
| | | - Type Battery not less than 3-cell HP Extended Life 41 | |
| | | Wh Lithium-Ion Battery | |
| | | - Power adapter not less than 65W AC adapter | |
| | | - Ports not less than 1 Ports, 1 USB 2.0 port, 1 Headset | |
| | | jack | |
| | | | |
| | | 1 HDMI 1.4 port,*, 1 Flip-Down RJ-45 port 10/100/1000 | |
| | | Mbps, 1 SD 3.0 card slot | |

| | | 2 USB 3.2 Gen 1 ports | |
|----|----------------------|---|-------|
| | | - Licensed Windows 11 Pro | |
| 12 | Laptop (advanced) | Processor similar to Intel Core i7-12700H: number of cores not less than 14, number of threads not less than 20, cache not less than 24 MB, maximum frequency 4.7 Hz Licensed Windows 11 Pro Memory not less than 32 GB, 2 x 16 GB, DDR5 dual-channel Ports not less than 2 pcs Thunderbolt 4, 1 pc USB 3.2 Gen 2 (Type-C) with DisplayPort, 1 pc audio jack, 1 pc SD slot, power via one of the USB-C Bluetooth not less than 5.2 and support for WiFi 802.11a/b/g, Wi-Fi 4 (WiFi 802.11n), Wi-Fi 5 (WiFi 802.11ac), Wi-Fi 6 (WiFi 802.11ax) Built-in microphones and speakers Memory not less than 3456 x 2160, Brightness not less than 261, response time not less than 2 ms, contrast not less than SDR – 80,000:1 (typ), HDR-124,000:1 (typ), touch up to 10 touch points Discrete video card similar to NVIDIA GeForce RTX 3050Ti, memory not less than 4 GB, type not worse than GDDR6 | 3 pcs |
| 13 | Server (system unit) | ATX CoolerMaster K350 RC-K350-KWN2-EN Black / Power Supply Cooler Master B700 DVD± RW ASUS / Solid State Drive Kingston 120GB / Seagate 2TB 7200rpm 64MB Baracuda 2 pcs / Asrock Fatal1ty Z97 Killer, LGA1150, 4DDR3 / CPU Intel Core i3- 4150, LGA1150, 3.50GHz / CPU cooler DEEPCOOL LUCIFER *Memory DDR3 16GB KIT (8GBx2) PC- 17000 [2133] Kingston CL11 DIMM XMP HyperX Predator / GEFORCE GTX750Ti STORMX OC 2GB GDDR5 | 1 pc |
| 14 | TV for conference | Diagonal size not less than 65 inches OS certified by Google TV Aspect ratio not less than 16:9 Screen type not worse than LCD Screen resolution not less than 3840x2160 Brightness not less than 500 cd/m2 HDR HDR10 Refresh rate not less than 60 Hz Availability of USB, HDMI, Bluetooth 5.0 ports Wi-Fi connection, Built-in speakers not less than 2 pcs. 10 W each Weight not more than 20 g Warranty 12 months | 1 pc |
| 15 | Mobile TV stand | Must be designed for panels and TVs, equipped with mobile wheels Maximum TV weight not less than 90 kg VESA dimensions not less than 200x200-800x500 Height adjustment from 135 to 165 cm There must be a built-in cable channel inside the posts | 1 pc |

| At least 2 height-adjustable shelves for additional AV | |
|--|--|
| devices | |
| The material of the base, columns and fastenings must | |
| be made of steel, the shelves of plastic | |
| Assembly and adjustment must be included | |
| Must be equipped with wheels with a movement lock | |

FORM OF QUOTATION (Goods)

10 January 2025.

To: School Education Reform Sector Development Project of the Asian Development Bank under the Ministry of Education and Science of the Kyrgyz Republic. Address: Bishkek, Manas Avenue 22A. Phone: +996 550 37 67 99 E-mail: <u>sersdp.adb.project@gmail.com</u>

We offer to execute the "G-N-2 Office equipment for the project implementation department" 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

Country and Project Name: Kyrgyz Republic: School Education Reform Sector Development Project (Ioan No.4217 – KGZ (COL)/grant No.0851 – KGZ) (SERSDP) Contract Title: Office Equipment for the Project Implementation Unit Contract Number: G-N-2

This Contract is entered into on __[date]__ day of _[month]_, [year], between School Education Reform Sector Development Project of ADB under the Ministry of Education and Science 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 Office Equipment for the Project Implementation Unit to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of <u>[amount in words]</u> [<u>amount in figures</u>] 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 Kyrgyz Republic on the date indicated above.

Signature and seal of the Purchaser: For and on behalf of **Signature and seal of the Suppler:** For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Title: Kyrgyz Republic, School Education Reform Sector Development Project (Credit No. 4217 – KGZ (COL)/Grant No. 0851 – KGZ) (SDPSR).

Purchaser: School Education Reform Sector Development Project of the Asian Development Bank under the Ministry of Education and Science of the Kyrgyz Republic

Contract Number: G-N-2 Office Equipment for the Project Implementation Unit

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 and Russian.

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

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 30 days 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

11.1 100% payment after delivery and installation, as well as after signing the acceptance certificate.

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 provisions of the law 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.