For

***Contract No. NDRMP-Cons02-Vehides-2***

Supply of Project Vehicles for  
NDRMP-Cons02

Signed between

Eptisa Servicios de Ingenieria S.L.

And

Dated

REPUBLIC OF TAJIKISTAN

Grant 0614-TAJ: National Disaster Risk Management Project

Supply of Project Vehicles, NDRMP-Cons02-Vehicles-2  
FORM OF CONTRACT

THIS AGREEMENT number NDRMP-Cons02-Vehicles-2 made on , between Eptisa Servicios

de Ingenieria S.L. (hereinafter called 'The Purchaser") on one part and

(hereinafter called "the Supplier") on the other part.

Project Implementation Group, National Disaster Risk Management Project under The Committee of Emergency Situations and Civil Defense under the government of the Republic of Tajikistan

(hereinafter called "the Recipient") is the final recipient of the cars. Goods will be exempt from taxes and will be registered for the Recipient.

WHEREAS the Purchaser has requested for quotation for Supply of project vehicles for Eptisa, to be supplied by Supplier, viz. Contract: Supply of Project Vehicles, NDRMP-Cons02-Vehicles-2

(hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of USD, hereinafter called "the Contract Price".

After the purchase and importation of the goods, Purchaser will transfer the goods to the Recipient.

Goods to be supplied and their relevant specifications are listed below:

2WD, 4 seats Vehicles:

*General*

* Vehicle type: Sedan, Production Year 2019,
* Drive Type: 4 x 2
* Engine: 1495 cc-1599 cc,
* Power: min 150 HP,
* Fuel type: Petrol,
* Fuel Tank Capacity: 45-65 liter,
* Transmission box: Automatic Transmission,
* Doors/ Seats: 4/4,
* Minimum Ground clearance: 130 mm,
* Tires: standard all-season type tires,
* Color: Preferably white or light,
* Steering: Left hand drive re-circulating ball,
* Warranty: 3 years or 100 000 km, which occurs first, for all major spare parts.

*Accessories*

* Each vehicle should be provided with lifting jack and tools required for replacement of plugs,
* Each vehicle should be equipped with full size spare wheel, all seasons type.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, with:
2. Letter of Acceptance;
3. Form of Quotation; Term and Conditions of Supply, Technical Specifications;
4. List of Eligible Countries
5. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement 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 the Contract.
   1. Advance Payment

An advance payment of 20% of the Contract Price will be transferred to the Supplier at contract signature. Remaining 80% of the Contract Price will be transferred on item delivery.

1. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
2. The project is exempted from taxes and duties imposed within the territory of the Purchaser's country, including VAT - the Employer will provide the Supplier with tax-exemption documents.
3. Termination
   1. Termination for Default
4. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
5. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
6. if the Supplier fails to perform any other obligation under the Contract; or
7. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
8. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
   1. Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

* 1. Termination for Convenience.

1. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
2. The Goods that are complete and ready for shipment within twenty-five (25) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
3. to have any portion completed and delivered at the Contract terms and prices; and/or
4. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier
5. Fraud and Corruption

If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Asian Development Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

1. Inspections and Audits

The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Asian Development Bank and/or persons appointed by the Asian Development Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the quotation, and to have such accounts and records audited by auditors appointed by the Asian Development Bank if requested by the Asian Development Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Asian Development Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Asian Development Bank's prevailing sanctions procedures).

1. Liquidated Damages

If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to zero-half percent (0.5%) per week of the delivered price of the delayed Goods or unperformed Services.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Republic of Tajikistan on the date indicated above.

Signature and seal of the Purchaser:

Signature and seal of the Suppler: