TERMS AND CONDITIONS OF SUPPLY

Project Title: National Disaster Risk Management Project, Strengthening Capacity Against Natural Hazards and Minimize Losses (Contract No: NDRMP-Cons-02)

Final Recipient of Items: Committee of Emergency Situations and Civil Defense Source of Funding: ADB Grant 0614-TAJ Contract Ref: NDRMP-Cons-02-Vehicles-2

1. Schedules for Supply

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| --- | --- | --- | --- |
| Item  No | Description of Goods | Quantity | Delivery  Time |
| 1 | 2WD, 4 seats Vehicles: | 1 |  |
|  | 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: Automate 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. |  |  |

1. Fixed Price: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.
2. The Purchaser reserves the right at any time before contract completion to increase or decrease by up to 10% (ten percent) the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 60 (sixty) calendar days from the date of signing of contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks».
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. Resolution of Disputes: 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 a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the laws of the Republic of Tajikistan.
7. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:
8. 2 originals of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;
9. 1 original of the manufacturer's or supplier’s warranty certificate; and
10. 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.

1. Payments:
2. 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.
3. 80% within forty (40) days upon acceptance of the delivered goods, i.e. within forty (40) days after the date of the Acceptance Certificate for the respective delivery issued by the Purchaser and submission of the documents specified in Para 8 “Delivery and Documents”. The payment will be bank transfer to the Supplier’s Bank account specified in the Contract.

Payments will be made in USD.

1. Warranty: Goods offered should be covered by manufacturer’s warranty for “at least 3 years or 100 000 km, which occurs first, for all major spare parts” from the date of delivery to the Purchaser.
2. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.
3. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within maximum 30 days from the date of notice by Purchaser. Authentic service facilities will be used for this purpose.
4. Force-Majeure: 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.

For purposes of this clause, “Force-Majeure” means an events 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.

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.

1. Required Technical Specifications: (with attachments as necessary)
2. General Description
3. Specific details and technical standards
4. Performance Parameters

Supplier confirms compliance with above specifications (In case of deviations supplier has to list all such deviations).

1. Eligible Goods: All goods and related services to be supplied under the Contract and financed by the ADB, shall be produced in, and supplied from the eligible ADB member country (see Annex 1, Eligible Countries).
2. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER

Authorized Signature

Place:

Date: