Appendix 1 to the Invitation to Quote

**Equipment specification**

|  |  |  |
| --- | --- | --- |
| **№** | Name of equipment | **Quantity** |
| 1. | Personal portable computer (laptop) with the following characteristics:Processor: Intel Core i5 or Intel Core i7 orAMD Ryzen 5 or Ryzen 7Operating memory: 16 Gb or moreTotal storage volume SSD: 512 Gb or more Screen size: 14"-14.9" or 15"-15.9"Operating system: Windows 10 Home orWindows 10 ProBattery life: 7-9 hours or moreMonitor type: matte, anti-glare IPSMonitor resolution: 1920х1080 or morePreinstalled licensed software:-Windows 10 Home or Windows 10 Pro;-Microsoft Office 365 Personal (activated paid subscription for 12 moths) or Office 2019 | 2 |

**FORM OF CONTRACT**

THIS AGREEMENT number \_\_\_\_\_ made on \_\_\_\_\_\_\_\_\_, \_\_\_ 2021, between Ministry of health and social public protection of the Republic of Tajikistan on behalf of which acts the Attorney: Foundation for prevention and control of HIV and other infectious diseases AIDS Infoshare (Russian Federation), acting in accordance with Agreement on implementation of parts 1 and 3 of Karavan zdoroviya (Health caravan) project in the Republic of Tajikistan (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for the procurement of 2 personal computers and software for them to organize and electronic monitoring system Part 2 of the project to be supplied by Supplier, and has accepted the Quotation by the Supplier for the delivery of goods under Contract in the amount of \_\_\_\_\_\_\_\_\_\_ (*amount in figures and words*), excluding VAT, duties and customs fees, hereinafter called “the Contract Price”.

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, viz:
2. Form of Quotation; Term and Conditions of Supply;
3. Addendum (if applicable);
4. 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 Contract and remedy any defects therein in conformity with the provisions of Contract.
5. The Purchaser hereby covenants to pay in consideration of goods and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

3.1 Payments shall be made as follows: 100 % of the Contract Price in the amount of \_\_\_\_\_\_\_\_\_\_ *(amount in figures and words)* US dollars will be paid to the Supplier`s banking account within 10 (ten) calendar days upon signing the Act of goods acceptance that will be signed after delivery of goods and submission of reporting documents: invoice, Act of goods acceptance and bill.

Payment will be made in the ruble equivalent at the rate of the Central Bank of Russia on the date of payment if the Consultant is a resident of the Russian Federation, and in US dollars otherwise.

1. **Termination**

4.1 Termination for Default

### 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:

#### if the Supplier fails to deliver any or all of goods within the period specified in the Contract, or within any extension thereof granted.

#### if the Supplier fails to perform any other obligation under the Contract; or

#### 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.

(b) 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 similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.2 Termination for Insolvency.

### 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.

4.3 Termination for Convenience.

### 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.

### Goods that are complete and ready for shipment within twenty-eight (28) 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:

#### to have any portion completed and delivered at the Contract terms and prices; and/or

* + - 1. to cancel the remainder and pay to the Supplier an agreed amount for partially delivered goods and for materials and parts previously procured by the Supplier.

**Fraud and Corruption**

1. 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 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.
2. **Inspections and Audits**

6.1 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 Eurasian Bank of development (the Bank) and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the 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 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 Bank’s prevailing sanctions procedures).

**PUSCHASER: SUPPLIER:**

|  |  |
| --- | --- |
| **Legal address:**Individual tax number 7727199215 / Сode of the reason registration 772701001Banking requisites:Account 40703810700701304043CB «CITIBANK» JCS MoscowСorrespondent account 30101810300000000202 Bank code number 044525202All-Russian Classifier of Enterprises and Organizations 42739144Main state registration number 1157700010511 | **Legal address:** |

|  |  |
| --- | --- |
| **Signature and seal of the Purchaser:**FOR AND ON BEHALF OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Authorized Representative | **Signature and seal of the Suppler:**FOR AND ON BEHALF OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Authorized Representative |

**FORM OF PRICE QUOTATION**

*(the parts of the text highlighted «\_\_\_\_\_» or in the case of an express indication of the need for filling in the text with italics must be filled by Supplier, the rest of the text is not subject to change/fulfillment)*

 *(italicized text is to be deleted when completing)*

 Date: September, 2021

**To: Foundation for prevention and control of HIV and other infectious diseases AIDS Infoshare**

We offer to deliver goods: 2 personal computers and software for them to organize and electronic monitoring system Part 2 of the project in accordance with the Conditions of Contract and with the Terms and Conditions of Supply accompanying this Quotation for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(amount in figures and words)* (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) US dollars, excluding VAT, duties and customs fees. We propose to complete the delivery of goods described in the Contract within a period of 14 (fourteen) calendar days from the Contract signing date.

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 Quotation required by the proposal documents.

Authorized Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Supplier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number, if any \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms and Conditions of Supply**

**Project Name:** Karavan zdoroviya «Health caravan» in the Republic of Tajikistan

**Purchaser:**Foundation for prevention and control of HIV and other infectious diseases AIDS Infoshare

**Tender #:** SH RT 1.2

1. Prices and schedules of delivery

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No** | **Description of goods** | **Quantity** | **Unit price****US dollars***(excluding VAT, duties and customs fees)* | **Total price at final destination (4x5)****US dollars***(excluding VAT, duties and customs fees)* | **Final Destination** | **Delivery date** |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6*** | ***7*** |
| 1 | *(Specify goods description)* | *(Specify quantity)* | *(Specify unit price)* | *(Specify total price of goods at final destination for this item)* | -the Republic of Tajikistan, Hatlonskaya region, 735 140 town Bohtar, Vahdat street, 2, Regional clinical hospital named after B.Vohidov, Chief doctor Bahodurov Hushnud Faisulloevitch-the Republic of Tajikistan, Sogdiiskaya region, 735 700 town Hudjand, 34 microregion, Clinical hospital of Sogdiiskaya region named after S.Kutfiddinov, Chief doctor Muminov Bahadur Abdullaevitch 1 (one) computer is to be delivered to each address.  | *(Specify delivery date)* |
| 2 |  |  |  |  |  |
| **TOTAL** | *(Specify total price[[1]](#footnote-1) of goods, including all associated costs)* |  |

{Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail}

1. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
2. The Purchaser reserves the right at the time of contract finalization to increase or decrease by up to 15% the quantity of non-consulting services 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 14 (fourteen)calendar days from the Contract signing date.
4. Insurance: N/A.
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 country procedures.

8.Delivery and Documents: The Supplier must provide the following documents to the Purchaser.

* the Supplier’s electronic invoice showing goods’ description, quantity, unit price, and total amount;
* Addresses of authorized service centers for repair and maintenance of supplied equipment in the Republic of Tajikistan;
* Other evidences (Act of goods acceptance, bills, invoices)

9.Payment will be made as follows: 100 % of the Contract price in the amount of \_\_\_\_\_\_\_\_\_\_ *(amount in figures and words)* US dollars will be paid to the Supplier's bank account within ten (10) calendar days upon signing the Act of goods acceptance that will be signed after delivery of goods and submission of reporting documents: invoice, Act of goods acceptance and bill.

10.Warranty: Warranty service for computer equipment - *(specify the period, but not less than 12 (twelve) months from the date of delivery).*

11.Packaging and Marking Instructions: The Supplier shall provide standard packing of the Non-consulting services as required to prevent their damage or deterioration during transit to their final destination.

12.Defects:All defects will be corrected by the Supplier without any cost to the Purchaser within three (3) days from the date of notice by Purchaser.

13.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.

14.Offered Technical Specifications: the following information about the goods to be supplied must be included in the either by completing this paragraph, or as an Appendix to the Terms and conditions to supply):

 (i) General Description

 (ii) Specific details and technical standards

* + - 1. Performance Parameters
			2. Addresses of authorized service centers for repair and maintenance of supplied equipment in the Republic of Tajikistan

 Supplier confirms compliance with above specifications {In case of deviations supplier to list all such deviations}.

 Name of the Supplier\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Place:

 Date:

1. 1 The total cost means the final amount, which includes all related expenses, including packaging, delivery, insurance and other expenses, except for VAT, duties and customs duties, [↑](#footnote-ref-1)