**APPENDIX #5 TO THE INVITATION OFFER**

**TERMS AND CONDITIONS OF DELIVERY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Product Description** | **Unit of measure** | **Price (currency) excluding taxes** | **Price (currency) including taxes** | **Total price (currency) including all applicable taxes and delivery to destination (if applicable)** |
| 1 | Goods |  |  |  |  |
| 2 | Start-up and commissioning. Includes all costs associated with the arrival of the Supplier’s specialists to the mine (flight, accommodation, meals, transport, issuance of passes), as well as the delivery of tools and required consumables  *Applicable for Lots 1 and 2* |  |  |  |  |
| 3 | Personnel training (at least 2 specialists) *Applicable for lots 1 and 2* |  |  |  |  |

1. **Terms of delivery of Goods:**
2. **Validity period of the commercial offer:** The validity period of the commercial offer must be at least **60 days** from the date of submission of the offer.
3. **Penalties:** In case of violation of the terms of the Contract by the Supplier, the Buyer has the right to impose penalties on the Supplier in the amount of 0.1% for each overdue day of the total amount of the Contract, but not more than 10% of the amount of the Contract.

**For residents:**

Submit a commercial offer on the following terms:

* **DDP-Balykchy town, Naryn Highway-9, Kyrgyz Republic, Station code 717703.**

**For non-residents:**

**• If the commercial offer is not indicated on the terms of “DAP-Balykchy town, Naryn highway-9, Kyrgyz Republic, Station code 717703”** It is also necessary to provide an approximate packing list (weight and dimensions).

The supplied Goods must be accompanied by documents in accordance with the requirements of the Terms of Reference and the terms of the Contract.

1. **Payment**. Specify the terms of payment.
2. **An unconditional Bank guarantee for prepayment and the contract performance bank guarantee of (CPBG) in the amount of 5% of the total cost of the contract must** be included in the offer. Indicate the cost in a separate column.
3. **Defects.** All defective Goods identified at the time of acceptance of the Goods at the point of destination shall be replaced by the Supplier at no cost to the Buyer within \_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) business days from the date of notification by the Buyer, including transportation costs.
4. **Change in the price of the product.** The value of the Goods shall be fixed until the end of the Contract and the fulfillment of all obligations of both Parties.

Name of the company (Supplier)

Position, full name

\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_/MP