

CONTRACT FOR WORKS #AG17029

Date: 24.11.2017

PO/Contract# AG17029
CAP Case# 18295
PID: UNECE

Dear Sir/Madam,

Ref.: RFQ #UNDP/CO/007/2017: Biogas unit installation

The United Nations Development Programme (hereinafter referred to as "UNDP") **on behalf of the UNECE** wishes to engage your company **ENTITY "NII ENERGETIKI I EKONOMIKI PRI GOSUDARSTVENNOM KOMITETE PROMYSHLENNOSTI, ENERGETIKI N NEDROPOLZOVANIYA KR"** (Учреждение «Научно-исследовательский институт энергетики и экономики при Государственном комитете промышленности, энергетики и недропользования Кыргызской Республики), duly incorporated under the Laws of the Kyrgyz Republic (hereinafter referred to as the "Contractor") in order to make biogas unit installation (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) General terms and conditions, attached hereto as Annex I and Annex II;
 - c) RFQ #UNDP/CO/007/2017 dd. 7 July 2017 attached hereto as Annex III
 - d) Contractor's Quotation dd. 28 July 2017 attached hereto as Annex IV.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

ENTITY "NII ENERGETIKI I EKONOMIKI PRI GOSUDARSTVENNOM KOMITETE PROMYSHLENNOSTI, ENERGETIKI N NEDROPOLZOVANIYA KR"

(Учреждение «Научно-исследовательский институт энергетики и экономики при Государственном комитете промышленности, энергетики и недропользования Кыргызской Республики)

Legal address: Bldg #119, Ahunbaeva Street, Bishkek, Kyrgyzstan

Tel/fax: (+996 312) 510349

E-mail: kntc-energo@mail.ru

Website: www.niiee.kg

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work on within 3 days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by **18 May 2018**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions within 5 days the contract is signed.
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. Price and payment

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of **USD 58,500.00 (Fifty Eight Thousand Five Hundred US Dollars)**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the real progress supported with acceptance acts.
- 3.4 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 3.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- 3.6 Payment/s of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

4. Special conditions

- 4.1.1 Warranty on equipment for minimum period of 12 months since the date of issuance of certificate of transfer/acceptance and installation of biogas unit.
- 4.1.2 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be 0,5% of the price of the Contract per day of delay, up to a maximum duration of 20 calendar days. Thereafter, the contract may be terminated.
- 4.1.3 For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment. The prevailing UN operational rate of exchange is available for public from the following link: <http://treasury.un.org/operationalrates/OperationalRates.aspx/>

5. Submission of invoices

- 5.1 One original and one copy of every invoice shall be submitted in hand by the Contractor for each payment under the Contract to the Programme Office address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Bank: Kyrgyz Investment and Credit Bank
Account: 1280016018137494 (KGS)
BIC: 128001

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP on behalf of UNECE:

**United Nations Economic Commission for Europe
Office S-376
Palais des Nations
8-14 avenue de la Paix
CH - 1211 Geneva 10, Switzerland
Email: viktor.badaker@unece.org
Tel: +41 (0) 22 917 24 43
Mob: +41 (0) 79 279 3259
Fax: +41 (0) 22 917 00 38**

For the Contractor:

**ENTITY "NII ENERGETIKI I EKONOMIKI PRI GOSUDARSTVENNOM KOMITETE PROMYSHLENNOSTI, ENERGETIKI N NEDROPOLZOVANIYA KR"
(Учреждение «Научно-исследовательский институт энергетики и экономики при Государственном комитете промышленности, энергетики и недропользования Кыргызской Республики)
Legal address: Bldg #119, Ahunbaeva Street, Bishkek, Kyrgyzstan
Tel/fax: (+996 312) 510349
E-mail: kntc-energo@mail.ru
Website: www.niiee.kg**

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

**United Nations Economic Commission for Europe
Office S-376
Palais des Nations
8-14 avenue de la Paix
CH - 1211 Geneva 10, Switzerland
Email: viktor.badaker@unece.org
Tel: +41 (0) 22 917 24 43
Mob: +41 (0) 79 279 3259
Fax: +41 (0) 22 917 00 38**

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Contractor	UNDP on behalf of the UNECE
I acknowledge that I have read and accept the conditions on reverse. Name: _____ Title: _____ Signature: _____	UNDP Authorized Officer Name: _____ Title: _____ Signature: _____

Date:

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