

CONTRACT

Name of Country: Mongolia

Project Name: 9202 MON: Ulaanbaatar Community Food Waste Recycling project

Name of contract: Supply of G9: Bulking materials for composting for the large-scale pilot project

Contract number: G9

This Contract is entered into on 15th day of April, 2024 between **Mayor's Office, Municipality of Ulaanbaatar** and **G9202 (MON): "Ulaanbaatar Community Food Waste Recycling"** Project (hereinafter called "the Purchaser") on the one part, and **Green Dream LLC** (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for **Bulking materials/sawdust for composting** to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of **MNT48,500,000 (Forty-eight million, five hundred thousand only)**, inclusive of VAT, hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation, with Supply and Delivery Schedule;**
 - b) **Contract Terms and Conditions;** and
 - c) **Technical Specifications**
 - d) **Acceptance notice**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** 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 this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

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

Signature and seal of the Mayor's Office:

For and on behalf of the Mayor's Office
Ulaanbaatar

KHOSBAYAR Luulai
Head of the Capital City Governor's Office
and Project director

Signature and seal of the Project:

For and on behalf of the project

NYAMDORJ Doljinsuren
Project Coordinator

Signature and seal of the Supplier:

For and on behalf of the supplier

ORGIL Bat
Director of Green Dream LLC

CONTRACT TERMS AND CONDITIONS

Project Name: 9202 MON: Ulaanbaatar Community Food Waste Recycling project
Purchaser: Mayor's Office, Municipality of Ulaanbaatar
Package No. G9

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

- 6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

- 7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 2 months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

9. Delivery and Documents

- 9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.
- (d) adequate technical documentation and catalogue(s) and manufacturers operation manuals (in English language, if required Supplier shall translate those technical documents in Mongolian language and submit to the Purchaser)

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.

10. Taxes and Duties

- 10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

- 11.1 Payment of the contract price shall be made in the following manner:

- (a) 100% of the total contract price shall be paid within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract including the required documents, and submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

- 12.1 Not applicable.

13. Defects

- 13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 60 days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

14.1 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 an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Mongolia.

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser.

16. Force Majeure

16.1 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.

(a) For purposes of this Clause, "Force Majeure" means an event 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.

(b) 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.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.


19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

(a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.

(b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

TECHNICAL SPECIFICATIONS AND REQUIRED QUANTITIES

No.	Description	Technical Specifications	Our Offer
1	Bulking materials/sawdust for composting	<p>Purpose: Aerating the compost, managing moisture and heat, and introducing sunlight</p> <p>Technical requirements:</p> <p>Wood shavings (small fragments of wood, small splinters of wood) percentage in the sawdust: not more than 10% Moisture level: must be between 15-25%</p> <p>No foreign subjects such as nails, plastic, glass pieces etc., No chemical pollutants such as painting etc.,</p> <p>Odour: Unique smell of wood, No foreign smell. Mold free No insects or bugs.</p> <p>Package requirements: at least 20kg shall be packed into a bag</p> <p>Delivery requirements: Must be delivered to the all project locations as instructed by the PIU. Please refer to the Appendix 1 of the RFQ document.</p>	<p>Our company has 13 years of experience in tree propagation, afforestation, forest restoration, technical and biological restoration of damaged lands. We have been providing seedlings and trees to many corporate companies and public facilities.</p> <p>We will supply the required sawdust that fully meets the Client's requirements:</p> <p>Wood shavings (small fragments of wood, small splinters of wood) percentage in the sawdust: not more than 10% Moisture level: must be between 15-25%</p> <p>No foreign subjects such as nails, plastic, glass pieces etc., No chemical pollutants such as painting etc.,</p> <p>Odour: Unique smell of wood, No foreign smell. Mold free No insects or bugs.</p> <p>Package requirements: 20kg shall be packed into a sack.</p> <p>Photo of sample sawdust is provided:</p> 

			<p>Delivery requirements: As per the delivery plan, we will deliver the allocated quantity to each location as per Appendix 1 of the RFQ document.</p> 
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9202 MON: Ulaanbaatar Community
Food Waste Recycling project unit

Office No. 607, Business Tower, Chinggis
Avenue, Khoroo No.1, Sukhbaatar district,
Ulaanbaatar, Mongolia
Contact: (976) – 99114649
Email: orgil@greendream-mongolia.com
No:02/01

Date: April 2, 2024

Ulaanbaatar

FORM OF QUOTATION
(Goods)

Supply of G9: Bulking materials for composting for the large-scale pilot project


To: 9202 MON: Ulaanbaatar Community Food Waste Recycling project

We offer to execute the **Supply of G9: Bulking materials for composting for the large-scale pilot project** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of **48,500,000** (Forty eight million five hundred thousand) MNT inclusive of VAT. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

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 Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : 'Green Dream' LLC
Authorized Signature : 
Name of Signatory : Orgil B
Title of Signatory : Director of Green Dream LLC
Telephone Number : 99114649
Email address (optional): orgil@greendream-mongolia.com

SUPPLY AND DELIVERY SCHEDULE

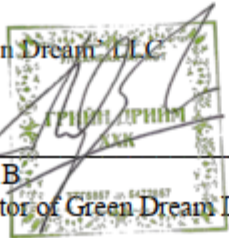
(Supply of G9: Bulking materials for composting for the large-scale pilot project)

Item	Description	Measure of Unit	Quantity (kg)	Unit Price DDP UB, including all relevant taxes and duties	Total Price DDP UB, including all relevant taxes and duties	Delivery Schedule	Place of Delivery
1	Bulking materials/sawdust for composting	20kg in each bag	20,000	1800	36,000,000	Within 14-21 days after signing the contract	To be delivered to pilot project locations. Please refer to the Appendix 1 of this RFQ document.
2	Transportation	Lumpsum			9,000,000		
3	Packaging	Lumpsum			3,500,000		
Total					48,500,000.00		
VAT					4,409,090.91		
Grand total					44,090,909.09		

Notes: Bulking material price quote includes manpower cost of 4 manual workers for packing, warehouse cost and personal protective clothes and equipment.

Name of Supplier : 'Green Dream' LLC

Authorized Signature : 
 Name of Signatory : Orgil B.
 Title of Signatory : Director of Green Dream LLC



Delivery Plan:

1. Medium-scale pilot project participants:

No	MSP-List of project participants	Address	Delivery Quantity, kg
1	School No. 65	Songinokhairkhan district, 3 th khoroo, Tolgoit Street, Ulaanbaatar City	400
2	School No. 129	Songinokhairkhan district, 11 th khoroo, Ovoot-6, Ulaanbaatar city	400
3	Kindergarten No.263	Songinokhairkhan district, 36 th khoroo, Altan Ovoo 2 street, No.5	500
4	Kindergarten No.80	Songinokhairkhan district, 3 th khoroo	500
5	School No. 67	Songinokhairkhan district, 8 th khoroo	500
6	National Park	Bayanzurkh district, 26 th khoroo	300
7	Engineering school, Mongolian University of Life and Sciences /instead of Serena town residential /	Bayanzurkh district, 26 th khoroo	300
8	Kindergarten No.136	Bayanzurkh district, 6 th khoroo	500
9	Goyol Cashmere LLC	Khan-Uul district, Chinggis avenue, 20 th khoroo, Tuul street 100-B, Ulaanbaatar	500
10	"Modern nomads-2" restaurant	Sukhbaatar district, 8 th khoroo	500
	TOTAL		4,400

2. Large-scale pilot project participants:

No	LSP-List of project participants	Address	Delivery Quantity, kg
1	Skyhypermarket LLC (Emart-1)	Bayanzurkh district, 1 th khoroo, 12 th khoroolol	1,000
2	Skyhypermarket LLC (Emart-2)		1,000
3	Bars Impex LLC (Bars market-1,2)	Bayangol district, 3th khoroo, Teeverchdiin Street, Ulaanbaatar	2,000
4			
5	Nomads Hospitality LLC (Food processing factory)	Khan-Uul district, 17 th khoroo	1,000
6	Mongolian University of Life and Sciences /Agropark/	Khan uul district, Zaisan	1,000

7	Khuder-Tsonj LLC (Vegetable market)	Bayanzurkh tovchoo	2,200
8	Astilla Uvs LLC (Vegetable market)	Songinokhairhan district, Tolgoit	2,200
9	Bayangol Restaurant	Chinggis avenue, Sukhbaatar district	1,000
10	Undur-Ulaan Travel LLC Red rock pecopt (Gorkhi Terej)	Nalaikh District, 6 th khoroo	1,000
11	Khumuun International University	Zaisan, Khan-Uul District	1,000
12	Tsever Khursnii shim cooperatives	Zuun salaa, Songinokhairhan district	2,200
	TOTAL		15,600