



Date 4<sup>th</sup> November 2013

CONTRACT NUMBER: GCCA/PS/2013/04

Dear Sir/Madam,

Ref.: **Enhancing Belize's Resilience to Adapt to the Effects of Climate Change - Project Number 00083646**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **GEOMEDIA s.r.o.**, duly incorporated under the Laws of **Czech Republic** (hereinafter referred to as the "Contractor") in order to perform services in respect of **supporting the Government of Belize, Ministry of Natural Resources and Agriculture in completing an assessment of Belize's groundwater resources in the southern coastal water province of Belize referred to as the Savannah Groundwater province.** (hereinafter referred to as the "Services"), in accordance with the following Contract:

#### 1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services 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) the Terms of Reference included in the Request for Proposal dated **11<sup>th</sup> July 2013**, attached hereto as Annex II;

c) the Contractor's technical proposal dated **5<sup>th</sup> August 2013** as clarified by the agreed minutes of the negotiation meeting<sup>1</sup> on **4th November 2013**, both documents not attached hereto but known to and in the possession of both parties.

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.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Job Title</u>	<u>Nationality</u>	<u>Period of service</u>
Michal Stibitz	Project Manager	Czech	40 weeks 4 <sup>th</sup> November 2013 to 18 <sup>th</sup> August 2014
Hana Jirakova	Senior Hydrogeologist	Czech	40 weeks from 4 <sup>th</sup> November 2013 to 18 <sup>th</sup> August 2014
Vaclav Frydrych	Senior Hydrogeologist	Czech	40 weeks from 4 <sup>th</sup> November 2013 to 18 <sup>th</sup> August 2014
Zdenek Patzelt	Senior Hydrologist	Czech	40 weeks from 4 <sup>th</sup> November 2013 to 18 <sup>th</sup> August 2014
Michal Vanecek	Senior Hydrogeologist	Czech	40 weeks from 4 <sup>th</sup> November 2013 to 18 <sup>th</sup> August 2014
Jaromir Tvrdy	Consulting Geologist	Czech	40 weeks from 4 <sup>th</sup> November 2013 to 18 <sup>th</sup> August 2014

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<sup>1</sup> If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

- 2.3 Any changes in the above key personnel shall require prior written approval from **Mr. Daniel Alemu, Assistant Resident Representative, UNDP.**
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

Output	Completed by:
Contract Signed	4 <sup>th</sup> November, 2013
Submission of inception report summarizing review of documentation and findings of initial field surveys. The inception report will also elaborate detailed methodology determining thereby the exact focus and scope of the exercise.	30 <sup>th</sup> December 2013
Submission and clearance of the first substantive drafted ground water assessment report	30 <sup>th</sup> April 2014
Upon submission and clearance of the final report on assessment with full set of annexes	30 <sup>th</sup> September 2014

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by **EMAIL, COURIER AND/OR FAX** to the address specified in 9.1 below.
- 2.7 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 deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

### 3. Price and Payment<sup>2</sup>

<sup>2</sup> This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.



- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of **US\$ 234,500.00 (Two Hundred Thirty Four Thousand Five Hundred 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 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 Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon submission of inception report summarizing review of documentation and findings of initial field surveys. The inception report will also elaborate detailed methodology determining thereby the exact focus and scope of the exercise.	US\$82,075.00 Eighty Two Thousand Seventy Five Dollars	31 <sup>st</sup> December 2013
Upon submission and clearance of the first substantive drafted ground water assessment report	US\$93,800.00 Ninety Three Thousand Eight Hundred Dollars only	30 <sup>th</sup> April 2014
Upon submission and clearance of the final report on assessment with full set of annexes	US\$58,625.00 Fifty Eight Thousand Six Hundred Twenty Five Dollars	30 <sup>th</sup> September 2014

Invoices shall indicate the milestones achieved and corresponding amount payable.

- 3.5 The Contractor shall submit invoices for the work done according to the dates of the specific deliverable.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

3.7 Liquidated damages will be imposed at 0.5% of contract price for every day of delay, up to a maximum duration of 10 calendar days. Thereafter, UNDP may terminate the contract.

#### 4. Special conditions<sup>3</sup>

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

##### 4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

##### 4.2 Audits and Investigations

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall

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<sup>3</sup> Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.



reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

- 4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

UNDP BELIZE,  
3<sup>rd</sup> Floor  
Lawrence Nicholas Building,  
Belmopan, Cayo District,  
Belize, C.A.

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

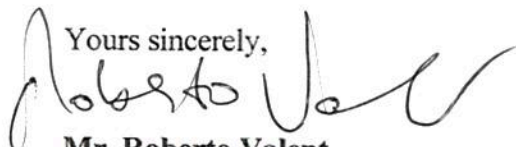
- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

<b>Name: GEOMEDIA s.r.o.</b>
<b>Address: Hornokrcska 707/7, 140 00 Prague 4, Czech Republic</b>

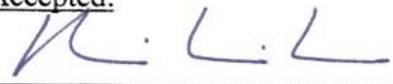
<b>Telephone:</b>	420 602 346 563
<b>Fax:</b>	
<b>Email:</b>	geomedia@login.cz

If the above terms and conditions meet with your agreement as they are 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,  
  
**Mr. Roberto Valent**  
**Resident Representative**

For **GEOMEDIA s.r.o.**

Agreed and Accepted:

Signature 

Name: MICHAL STIBITZ

Title: RNDr., Executive Manager

Date: 4th November, 2013



**Raiffeisenbank a.s.**  
**Spalena 16**  
**Prague 1, Prague**  
**Czech Republic**  
**Account number 7468726001 / 5500**  
**IBAN code: CZ0555000000007468726001**  
**SWIFT Address: RZBCCZPP**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than **November 4<sup>th</sup> 2013** and shall complete the Services within by undertaking **forty weeks** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and **Mr. Roberto Valent, Resident Representative UNDP.**

9. Notifications

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

**For the UNDP:**

**Enhancing Belize's Resilience to Adapt to the Effects of Climate Change - Project Number 00083646. Contract Number GCCA/PS/2013/04**

<b>Telephone:501-822-2688</b>	<b>Fax: 501-822- 3364</b>
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**For the Contractor:**