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The Federal Democratic Republic of Ethiopia ENVIRONMENTAL PROTECTION AUTHORITY

#3 2 4 DEC 2012
Date
##C 13/1.1/7.96
Ref. No.

UNDP Country Office Addis Ababa

Subject: Request for Direct Payment to our supplier

Attached you will find the FACE Completed for the direct payment to be effected to the following supplier whose detail is listed below:

Supplier's Name: YME Product Design and Manufacturing (Eshetu Dessalegn) Payments requested:

- 2. 30% Advance payment before VAT for the Manufacturing of glycerin soap production machine (birr):195,835.35

Total 30% advance payment requested 444,625.50

EPA, therefore, requests UNDP Country Office to pay a total advance payment of birr 444,625.50(four hundred forty four thousand six hundred twenty five birr and fifty cents) to the bank account of:

Bank Name: Commercial Bank of Ethiopia, Tabor Branch (Hawassa)

Account Name: Eshetu Dessalegne Account No: 1000020035653

The government Value Added tax (VAT) and with holding tax payments will be deducted and transferred to us later during the subsequent payments.

CC: Finance Directorate

<u>EPA</u>

ect Coordinator, African Adaptation Programme

Berhami Solomon>

Program Code & Title: Country Ethiopia

Project Code & Title. Africa Adaptation Programme (AAP-UNDP) Supporting climate resilient sustainable development in Ethiopia_WFP

[] Direct cash request

type of request

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[X] Direct payment

Date: 22/12/2012

Responsible Officer Berhanu Solomon

Implmenting Agency: Federal Environmental Protection Authority (EPA)

developed by end Year 2. green growth plan will be prepared based change strategy implemented. Multi-sector climate bulding plans plans and capacity Targets (year 2) preparation of PADSEP II completed and informs .ocal Level adaptation Baseline study argets (year 1) Activity No. leveraging non traditional finance. budgeting process mebdizing or objective of informing the national on regional investment plans and with the term regionally appropriate climate resilien Action 2.3: A single consolidated long-Climate Resilient Green Economy Action 2.2: 11 National Regional States Action 2.1: Edit, publish and dessiminate Sectoral and Regional Adaptation and evaluation of the demonstration investement plans prepared based on Programmes Regional plans for managing climate frameworks reflect Federal sector and Activity Result 2: National Planning them into useful commodities environmental potlutatets by converting AAP supported biofuel project to avoid renewable energy, enhance capacity of the interventions with evidence base in Action 1.1: As part of supporting policy resilient green economy in Ethiopia creating a carbon neutral and climate operationalise the agreed strategies for frameworks activities that support the realisation of the essons learned from the design, execution Activity Result 1: Output 1: Dynamic, long-term planning mechanisms Activity description from AWPwith a,re Duration National Planning designed õ Cuurency, Birr Account 63400 72300 Coding for UNDP Fund CKCP UNDP **POP** Donor Authorised amount DAUG Expendituer October 23,2012 Actual Project REPORTING 15211 20, 83 Accepted BY Expendituers D=A-C 444,625.50 New Request (마 444,625 50 Folal Request 05 52 7hhh Authorized Antount Ã G#0+ Autho ō

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EC/Parlimentarians, sector ministries and Rgional units to mainstream adaptatic through integrated actions.	Agreemen	Jaigets (year 2)	1				institutions	Parlimaent inititued, Environmental/CRG Units in key sectora	members of the	establishe	Targets (year 1)				•										
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forums at federal and regional levels to assist the establishment and operation of green enterprises. community organizations and public agencies in the area of adaptation or mitigation	Action 1.3: Conduct 25 hands on training	Action 1.2. Cineria developed and issued on the selection and entry into a register of qualified champions that provide service on the preparation and implementation of climate resilient green economic growth intitiatives		communication of a National Operations Manual	Reward (mMSRr) will be assured through the creation, publication and widespread.	engagement with the proposed Mechanism to Motivate Support and	ERACINA AND	on leadership role for CCA.	and local Councils as well as small	Sectoral Environmental Units and/or CRGE Units, Regional EPAs, Regional	ACTIVITY RESULT 1: Parliamentarians,	Fotal of Output 1		managing climate change risks and opportunities at local level.	ACTIVITY RESULT 4: Capacity built for	for CAI	Action 3.2 Technical assistance support	as stipulated under CRGE	dimate channe in their sectoral planning	CRGE units at sector Ministries and	Action 3.1 Provide technical experiise	CRGE.	in co-ordinated regional and national climate change response based on	Anti-dia Book 2, V	project proposals to deploy prioritized technologies on building Climate Resilient Green Economy
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	establishment of national environmental financial mechanism (CRGE Facility) prepared and presented to Env Counciby end Yr 3.		tend mitonal s						selected Woredas understand climate change and the risks and opportunities it brings for local development and started action at	Secretariat to advise country Leadership on international climate change negotiations.
	Action 1.1: Finalize the guideline to mainstream climate change at regional and local budget and expenditure and edit and make ready for use.	SULT 1: Nationstein promote in of elements in the Resellent GREE at the fecusing on prior	de de la company	Total of Output 2	Action 2.3 Undertake demonstration projects, monitoring and action learning usts and provide technical and financial support for Regional & woreda leadership.	Action 2.2 Support the elaboration and implementation of 3 breakthrough projects prepared under LRP.	Action 2.1 The strategic contributions of the Inter-ministerial Committee for the Climate Resilient Green Economy to the federal CRGE strategy at all levels of the	ACTIVITY RESULT 2: Multi-sector lechnical group established to support the Environment Councils secretariat and climate change focal point on the leadreship on CC Actions	Action 1.5: Strengthen the technical and administrative function of EC. Regional and Federal TWGs	EPAs and or Council members to motivate and enhance actions on climate change adaptation and up to date them in international Climate Change negotiation positions
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quarter to the end of the year Action 1.9: Support the establishment and conduct of Project Steering Committee meetings, monthly in Q2 and then once per |Committee to provide hands-on leadership | Date Submitted: Grand Total Action 1.8: Executive Task Force to meet every 2 weeks in Q1 and monthly Total of output 6 DNDP DNDP UNDP 444,825,50 444.625.50 JUHY [25]50

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YME Product design and manufacturing (Eshetu Dessalegn)

P.o.box 1696. Hawassa, Ethiopia

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Eshatu Dossalogne (Englise)

13/1-1

Contractual Agreement

This Contract is made on 12/12/12 between Federal Environmental Protection Authority, here after called FEPA, address Addis Ababa and YME Product design and manufacturing (Eshetu Dessalegn) here after called YME, address Hawassa tel. 0916581842.

WHEREAS

- (a) FEPA has requested the Company to manufacture and install glycerin soap production from biodiesel by-product glycerin machine.
- (b) YME has agreed to supply and install the machine on the terms and conditions set forth in this contract.

I. General Conditions of the Contract

1. General Provisions

1.1. Definitions

Unless the context requires, the following terms whenever used in this contract have the following meanings:

- (a) "Contract" means the contract signed by these two parties
- (b) "contract price" means the price to be paid for the accomplishment of the work
- (c) "local currency" means the currency of the Ethiopian Birr
- (d) "Parties" means YME and FEPA.

1.2. Law governing the Contract

This contract, its meaning and interpretation, and the relation between these parties shall be governed by the Ethiopian government law.

1.3. Language

This contract has been executed in English language which shall be the binding and controlling language for all matters relating the meaning or interpretation of this contract.

1.4. Taxes and duties

The company shall pay such taxes, fees and other impositions as may be levied under the government, the amount of which is deemed to have been included in the contract price.

2. Obligation of parties

2.1. Obligation of the Company

The YME:

> Shall perform the work and carry out its obligations with all due diligence, efficiency and in accordance with generally accepted professional techniques and practices.

Cover all the costs necessary for the manufacturing and installation of the machine

- > Cover the costs necessary to transport the machine from manufacturing place (Hawassa) to installation place (AMAHARA NATIONA REGIONA STATE, Bate werda).
- > Arrange training related to the operation of the machine for the users.
- > Hand over the machine as per the stated specifications to "FEPA" after accomplishment of installation of the machine.
- > Request the payment as per the terms of payment.

2.2. Obligation Of FEPA

- > FEPA shall use its best effort for the accomplishment of the work
- > Effect the payment as per terms of payment.
- > Follow up the progress and inspect the machine to insure that it is delivered as per the specification.

3. Terms of payment

3.1. Lamp sum Remuneration

The company's total remuneration shall not exceed the contract price and shall be a fixed lump sum including all costs that pertains to this agreement.

3.2. Contract Price

- (a) The total price payable for this agreement is birr 652,784.50 (six hundred fifty two thousand seven hundred eighty four and 50/100 birr only) before VAT.
- (b) This Contract Price includes all costs (manufacturing, installation, transport, training and others costs as per specification).

3.3. Terms and Conditions of Payment

- > The Payment schedule will be as follows:
- (a) 30 % advance
- (b) 60 % upon the confirmation of EPA's technical team about the commencement of basic parts of the machine.
- (c) 10 % upon accomplishment of all works and hand over.

4. Commencement, completion, modification and termination of contract

4.1. Effectiveness of contract

This contract shall come into effect on the date the contract is signed by both parties

4.2. Expiration of Contract



Unless terminated earlier with written letter, this contract shall terminate at the end of the accomplishment of machine installation and handover of stated works the agreement.

4.3. Modification

Modifications of the terms and conditions of this contract, including any modification of the scope of the work, may only be made by recognition of both parties.

4.4. Force Majeure

4.4.1. Definition

For the purpose of this contract," Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

The YME shall not be liable for failure the its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the failure to result of an event of force majeure.

4.4.2. Extension of time

The extended time will be accepted in the case of reasonable conditions on which both parties agree.

5. Settlement of Disputes

5.1. Amicable settlement

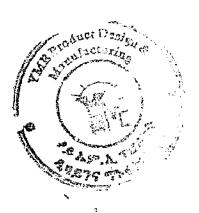
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

5.2. Dispute settlement

If peaceful resolution cannot be obtained, the matter shall be referred to a conciliatory body (arbitration) assisting of two persons from each party for settlement as appropriate. After this procedure exhausted, if the matter is still not resolved, it shall be brought to court decision.

6. Period of Performance

The Company shall accomplish manufacturing and installation of the machine within 3 months, since the effective date of this agreement.



7. Special Conditions Of the Contract

7.1. Technical Specification

The machine has following Specifications:

- The glycerin soap production machine with steam generating unit, crude glycerol heating and conditioning unit, Saponification unit, homogenizer, plodder with soap stamping part and soap cutter.
- ★ Other accessories like conveyer belt, electric control board and wiring cable.

8. Amendment

With the consent of the two parties, this agreement can be changed or amended. However, the said amendment should be in writing.

On Behalf of FEPA	On Behalf of YME
Dessale and Mesfin Name Deputy Director General Signature Multiple Date 1912 2012	Name
WITNESSES	
Name	Signature
1_SELANCODANE	
2. Malea Dilone San	
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