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| **SUPPLY CONTRACT #**  **Bishkek \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ 2025** | |
| **Kumtor Gold Company CJSC**, hereinafter referred to as the **"Buyer**", represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Procurement Manager, acting on the basis of a power of attorney dated "\_\_" \_\_\_\_\_\_\_ 2025, on the one hand, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as the "**Supplier**", represented by \_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_ on the other hand, collectively referred to as the "**Parties**", each individually referred to as a "**Party**", have entered into a supply contract as follows: | |
| * + - 1. The Supply Contract between the Parties (hereinafter referred to as the "Contract") consists of the following parts, each of which is an integral part of the Contract:   of this Head Contract (hereinafter referred to as the "**Head Contract**");  the attached general terms and conditions of the Contract posted on the Buyer's website and available for review by the Parties at the links: (hereinafter referred to as the "General Terms") and [https://www.kumtor.kg/wp-content/uploads/2020/11/general terms\_goods\_supply\_2020.pdf](https://www.kumtor.kg/wp-content/uploads/2020/11/general%20terms_goods_supply_2020.pdf) ;  In the event of a conflict, the provisions of the Head Contract shall prevail over the provisions of the General Terms and Conditions.  Appendix #1 – Product Drawing;  Terms of reference.  all acts of acceptance and transfer of the Goods, consignment notes or other documents signed by authorized representatives of both Parties and confirming the actual transfer of the Goods from the Supplier to the Buyer (collectively referred to as the "**Acceptance Certificates**" or "**Acceptance Certificate**").  Specifications. | |
| * + - 1. The Supplier hereby undertakes to supply the Buyer with the Goods – **a water treatment plant for industrial steam generators 1 set** that meets the requirements specified in the Terms of Reference (collectively referred to **as the "Goods**"), and the Buyer undertakes to accept and pay for the Goods on the terms and conditions provided for in the Contract.   The Contract may be sent to the Supplier by e-mail to the e-mail address of the Supplier's responsible person. In this case, a copy of this Contract, duly signed by the authorized persons of the Parties with a seal and sent in the form of a scanned document, replaces the original signed Contract. | |
| * + - 1. The cost of the delivered Goods (hereinafter referred to as the "**Cost of the Goods**").          1. The amount of the Contract is **\_\_\_\_\_\_\_\_\_\_\_\_\_** (\_\_\_\_\_\_\_\_\_\_\_**).**          2. From the moment of signing the Contract by both Parties, the Value of the Goods is fixed and is not subject to change, unless otherwise agreed by the Parties in writing.          3. For the avoidance of doubt, the Price of the Goods does not include Value Added Tax (VAT) and/or any other indirect tax that the Buyer must pay additionally, if applicable. | |
| * + - 1. **Payment Terms**          1. Payment for the Goods is carried out in the following order: (below is the procedure for post-payment, in case of partial prepayment, a bank guarantee is required)   Payment is made within 30 calendar days after the delivery of the Goods to the Buyer on the basis of an invoice for payment.   * + - * 1. If an advance payment is made, the Supplier may choose to provide either a Warranty Declaration or a Bank Guarantee in the amount of the Advance Payment.   The Bank Guarantee Agreement must enter into force no later than the date of signing this Contract. All costs associated with obtaining the bank guarantee shall be borne by the Supplier.  The validity period of the bank guarantee agreement must exceed the completion date of the supply under this Contract by at least three (3) months (this clause is not applicable in case of post‑payment). | |
| * + - 1. **Terms of delivery of the Goods**:          1. According to the Incoterms 2020.          2. Documents for the Goods to be provided by the Supplier upon delivery of the Goods / the procedure for their submission: * Detailed drawing; * Certificates of origin; * Certificate of conformity for the materials used; * CMR invoice (required); * Universal Transfer Document (UTD) or Invoice; * Certificate of Conformity required for registration in the State Register of Hazardous Facilities of the Kyrgyz Republic. * Consignment notes (if applicable); * Invoice for payment; * Packing list; * Certificate (declaration) of conformity; * Delivery note; * Passport; * Operation manual; * Operation instructions; * Warranty cards; * Commissioning report; * Connection and wiring diagram. * Spare parts list   + - * 1. These Goods are delivered in packaging that meets international requirements for the transportation of goods. A prerequisite for storage: a warm, ventilated room. The Supplier shall ship the Goods in a package that ensures their safety from damage during transportation, loading, reloading, unloading and storage in the warehouse, subject to storage recommendations. The cost of this packaging must be included in the price of the Goods.         2. The delivery time is \_\_\_\_\_\_\_\_\_\_\_ weeks, starting from the moment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.         3. Incoterms 2020 delivery basis: DAP Naryn Highway 9, Balykchy, Kyrgyzstan, unless otherwise specified in the relevant Specification or Purchase Order.         4. In case of violation of the terms of delivery or short delivery of the Goods, the Buyer has the right to demand from the Supplier to pay a penalty in the amount of 0.1% of the value of the Goods to be delivered, or the cost of the undelivered part, for each day of delay, but not more than 10% of the cost of such Goods.         5. In case of violation of the terms of payment for the goods, the Supplier has the right to demand from the Buyer to pay a penalty in the amount of 0.1% of the overdue amount for each day of delay, but not more than 10% of such amount. The penalty does not apply to the amounts of advance payments.         6. The Buyer shall, within 120 (one hundred and twenty) calendar days from the date of shipment of the Goods, submit to the Supplier an application for the import of goods and payment of indirect taxes in electronic form with an electronic digital signature (a copy of the drawn up application and a notification received from the tax authority confirming the fact of payment of indirect taxes), in accordance with the "Protocol on the Exchange of Information in Electronic Form between the Tax Authorities of the Member States of the Eurasian Economic Union on the amounts of indirect taxes paid". In this case, paper copies (or copies thereof) of these documents must be sent to the Supplier within 120 (one hundred and twenty) calendar days from the date of shipment of the goods. (if applicable) | |
| * + - 1. **Quality Assurance**          1. The Supplier guarantees the type, type and packaging in accordance with the regulatory documents for the supplied Goods, according to the manufacturing plants, and in some cases regardless of their manufacturer.          2. The Supplier guarantees the quality of the delivered Goods (their operability) during the warranty period set forth in clause 6.3. of this Contract, provided that the Buyer complies with the rules of storage, operation and maintenance of the Goods.          3. The warranty for equipment and work is at least 12 months from the date of commissioning. During the warranty period, the supplier is obliged to provide service and troubleshooting.          4. In the event of a warranty event due to the fault of the Supplier, all costs of eliminating malfunctions are borne by the Supplier. | |
| * + - 1. Services (works) provided by the Supplier for the supply of the Goods: Installation supervision at the Kumtor mine, commissioning, as well as training of operators and mechanics is carried out after receipt of the Goods at the Kumtor mine as agreed with the Buyer. The cost of the supervision services (supervisory installation) is an integral part of this Contract and shall be borne by the Buyer.   7.1 Place of Performance of the Services/Dedicated Service Area: Kumtor Mine in the Kyrgyz Republic.   * 1. The period of installation supervision will be agreed upon by the parties after the Buyer receives the Goods.   7.3 Provision of Personal Protective Equipment (PPE) to Supplier's employees/representatives at Kumtor Mine: Supplier shall provide helmets, goggles, safety shoes, reflective vests/belts, coveralls, etc. at its own expense.  7.4 The Supplier shall provide up‑to‑date medical examination results of its personnel, in the form required by the Customer, prior to the commencement of the work. The medical examinations must be carried out taking into account the high‑altitude working conditions (elevations up to 4,100 meters above sea level) and the temperature range from –40°C to +25°C.  7.5 Provision of accommodation and meals, transportation of employees/representatives of the Supplier at the Kumtor mine: provided by the Buyer.   * 1. The provision of transport from Bishkek to the mine site for the Supplier's employees is provided by the Buyer.   2. The provision of additional services will be carried out at the prior request of the Supplier for a separate fee.   3. Provision of the necessary drawings of the structures of the premises at the request of the Supplier. | |
| * + - 1. **Force majeure**          1. Neither Party shall be deemed to be in breach of its obligations under this Contract if the default is due to force majeure.          2. In the event that any of the Parties, including any of its subcontractors, is unable to perform its obligations under this Contract due to unforeseen circumstances or circumstances beyond the influence of the relevant Party, then the Parties agree to agree on the Contract accordingly, and the contractual obligations of the Parties shall be suspended until the end of such circumstance.          3. Contingencies or circumstances beyond the control of one of the Parties within the scope of this Contract include, but are not limited to, the following circumstances: wars (whether undeclared or undeclared) or any acts of war, hostile actions, revolutions, civil commotion, embargoes, revolutions, acts or omissions of any government, terrorist acts, natural disasters, acts of state authorities (such as attacks on border guards) Strikes, lockouts, power outages, disasters, fires, epidemics/pandemics, adverse weather conditions, floods, hurricanes or earthquakes, boycotts or official enforcement measures.          4. The affected Party is obliged to notify the other Party in writing as soon as possible of the termination or elimination of force majeure circumstances and within ten (10) days from the date of termination or elimination of force majeure and provide the other Party with a proposal to minimize the impact of force majeure circumstances on the services within the area of responsibility of this Party.          5. In the event that the force majeure lasts more than 120 (one hundred twenty) days in a row or 180 (one hundred eighty) days in total, the Parties shall reach a written agreement on the appropriate amendment of the contractual terms for the further performance and performance of this Contract. In the event that the Parties fail to reach such an Contract within the next two (2) weeks, either Party shall be entitled to terminate the Contract immediately. | |
| * + - 1. Responsible persons (as defined in the General Conditions):          1. The Buyer's responsible person(s) are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_          2. The Supplier’s responsible person(s) are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| * + - 1. Each Party hereby acknowledges receipt of its copy of the Contract and that it has read the contents of the Contract in its entirety, including the General Conditions, and agrees and accepts all the terms and conditions contained therein. | |
| * + - 1. This Contract shall enter into force from the date of signing of the Contract by both Parties and shall be valid until the Parties fully fulfill their obligations arising from this Contract.   Termination of this Contract for any reason does not release the Parties:  - from the performance of obligations arising before such termination of the Contract;  - from liability for its violation that took place before such termination of the Contract. | |
| * + - 1. Addresses, bank details, signatures of the Parties: | |
| **Buyer:**  **Kumtor Gold Company CJSC**  INN: 01602199310079  Address: Kyrgyz Republic, Bishkek, pr-kt. Ibraimova, 24  Bank details:  Beneficiary's bank: Aiyl Bank OJSC  Beneficiary's account number: 1350100020023658  SWIFT: AIYLKG22  Intermediary bank:  The Bank of New York Mellon, New York, USA  SWIFT: IRVTUS3N, Account No. 8900372605  Correspondent bank: JSC Halyk Bank, Almaty, Kazakhstan  SWIFT:HSBKKZKX,  Account No. KZ116010011000161744  Phone: 996-312-900707  Fax: 996-312-591526 | **Supplier:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  INN:  Address:  Bank details:  Recipient:  Current account:  Beneficiary bank:  SWIFT/BIC:  Phone:  Fax: |

**Signatures of the parties:**

**Buyer Supplier**

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| Position | Position |
|  |  |
| Full name | Full name |

Appendix No1

to the supply contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_ \_\_\_\_\_\_ 2025

**Specification to the Supply Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 2025**

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| **Buyer: Kumtor Gold Company CJSC** |
| **Supplier:** |

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| 1. The Supplier agrees to deliver and deliver the Goods to the Buyer in accordance with this Specification. |
| 2. This Specification is an integral part of the Supply Contract #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated "\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_ 2025. |
| 3. The Specification number is indicated on all invoices and documents relating to the delivery of the Goods. |
| 4. A scanned (electronic) copy of this Specification shall be considered valid until the moment of receipt of its original. |

**Delivery details**

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| # | Description | | UoM | Quantity | Cost per unit, including VAT 0 % | Amount with VAT 0% | Delivery date |
| 1 | Water softening plant for use in industrial steam generators Alba Makina D05-4000 (2 units) and Alba Makina D05-5000 (1 unit) with an operating pressure of 16 bar  (Or each position of the proposed station can be scheduled, with an indication of the number for each position in case the entire station is divided into components) | | PCS | 1 |  |  |  |
|  | **Total cost:** |  |  |  |  |  |  |
| **Currency** | |  | | | | | | | |
| **Place of delivery of the Goods:** | | DAP Naryn Highway 9, Balykchy, Kyrgyzstan. | | | | | | | |
| **Payment Terms** | | According to the contract | | | | | | | |
| **Other conditions** | | The term of this Specification to the Contract is valid until the full fulfillment of the obligations of the Parties under this Specification. | | | | | | | |
| **Buyer** | | **Supplier** | | | | | | | |
| Name: | | Name: | |  | | | | |
| Position: | | Position | |  | | | | |
| Signature: | | Signature: | | | | | | | |