

Tbilisi State Medical University



**equipment for medical use
(With related service)
(CPV33100000)**

**Under the N01/162-87 contract, which is signed between Tbilisi State
Medical University and Agency of Educational and Scientific
Infrastructure Development, on the basis of the funds
procurement with
Electronic Tender**

Tender Documentation

**Tbilisi
2015**

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1. Instruction/Manual for E-tender Participants

- 1.1 . Electronic procurement is conducted through the Unified Electronic System of State Procurement;
- 1.2 . Law of Georgia on “State Procurements” and “Simplified procurement, simplified electronic tender and approval electronic tender Conduction Rule” approved under the order N 9 dated 7 April 2011 issued by the chairman of State Procurements Agency shall be the basis for procurement procedures implementation within unified electronic system of State Procurements.
- 1.3 . All documents or/and information concerning to e-tender should be provided in Georgian language. If documents or information are represented in foreign language, they should be enclosed by notarially proved Georgian translation. In case of dispute, decision on giving priority to documents in foreign language or their Georgian translations shall be accepted by Tender Comission.
- 1.4 . The document or/and information uploded in the Unified Electronic System of State Procurement shall be signed or/and sealed by the authorized person.
- 1.5 . Form and terms of the Contract are given in tender documentation that will be corrected according tender proposal at the moment of signing the Contract
- 1.6 . The pretender has no right to offer an alternative proposal.

2. Qualification Requirements

2.1. According to the qualification requirements a pretender should submit the following documents:

2.1.1. For both as legal as natural persons:

a) Certificate issued by the National Agency of Public Registry of Georgia on non-existence of legal restriction (sequestration) on the property.

2.2. The date of issuing the qualification documents represented by the administrative bodies shall not precede the date of granting the status “Bidding Commenced” but in case of a non-resident bidder, the qualification documents should be issued no later than 30 days before granting the mentioned status.

2.3. The qualification documents envisaged under sub-item 2.1. of this paragraph, represented by administrative bodies, in originals or notarially proved copies, should be presented from requirement no later than 5 (five) working days. A non-resident bidder(s) should submit the documents proving qualification data issued by the appropriate authorities of their country, enclosed by notarially proved Georgian translation of these documents.

2.4. A bidder can submit supplier qualification documents to a procuring entity by using the System in the format set forth under the legislation of Georgia. In case of failure to submit supplier qualification documents by bidder and/or in case of the submission of imperfect data a tender committee shall be obligated to disqualify such bidder.

3. Technical Documentation

- 3.1. Pretender should submit the requisites, bid proposal expiry date according to the Annex #1, and bid proposal price, according to the Appendix N2;
- 3.2. Terms of payment:
 - 3.2.1. In bid proposal general price should be calculated according to the all taxes associated with supply of purchasing object under the legislation of Georgia.
 - 3.2.2. Form of payment – Bank transfer
 - 3.2.3. Payment shall be carried out within no later than 30 working days after submission of the documents on supply of goods (overhead and invoice) and after drawing respective delivery-acceptance certificate.
 - 3.2.4. Advance payment - not used;
- 3.3. Technical parameters for the object of purchase:
 - 3.3.1. Buying a unit under the N01/162-87 contract on the basis of the funds, high-performance equipment for medical use related services.
 - 3.3.2. Number of goods and minimal characteristics are given in Annex №3;
 - 3.3.3. Warranty period of the object of purchase should not be less than 2 years.
 - 3.3.4. Together with the proposal pursuant to the obligatory rule in the system pretender has to upload:
 - 3.3.4.1. Quality certificate (ISO and CE or FDA) of procurement object;
 - 3.3.4.2. Catalogues, instructions, booklet, or similar documentation of procurement object confirming conformity with tender requirements. In the event of having differences between tender proposal and catalogue/passport the supplier has to present written confirmation of producer with regard correction-conformity to parameters.
 - 3.3.5 Concurrent service includes:
 - 3.3.5.1. Installation/mounting;
 - 3.3.5.2. Training of personnel;
 - 3.3.5.3. If essential phone consultation;
 - 3.3.6. Supplier has to provide installation of procurement object with necessary spare parts;
- 3.4. Conditions and terms of delivery:
 - 3.4.1. Delivery should be carried out to Al. Aladashvili Clinic of Tbilisi State Medical University, on the address: # 4 Gudamakari Str., Tbilisi.
 - 3.4.2. Delivery should be performed within 45 days from signing the Contract;
 - 3.4.3. Object of purchase should be similar to basic characteristics (Appendix # 3), equivalent.
 - 3.4.4. **“if the final price of candidate will be 20% or less than estimate value of procurement, applicant must prove the adequacy of expertise about bidding price, or invoice, signed agreements, or the other document about product supply, which is confirm pretendent tender bid price, (Chairman of the State Procurement Agency, approved April 7, 2011 №9 "simplified procurement, simplified electronic tender and electronic tender procedures," the Chairman of the Agency in accordance with paragraph 21 of Article 11)“.**
- 3.5. **A Bidder confirms the terms given in bid documentation (including supply and payment terms) and this confirmation should be uploaded to the electronic system.**

DRAFT CONTRACT ABOUT STATE PROCUREMENTS

This document is draft contract about state procurements that will be conducted as a result of holding electronic tender. Conditions of this contract will be defined according to the tender proposal of winner pretender and at the same time as its integral part will be attached to contract.

CONTRACT #

Tbilisi

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On the one hand Tbilisi State Medical University, located in: # 33 Vazha Pshavela Ave, Tbilisi (hereinafter referred to as “the purchaser”) represented by Chancellor of TSMU ----- and on the other hand _____,(hereinafter referred to as “the supplier”), represented by _____, acting under the basis of active legislation of Georgia, simplified electronic tender conducted by purchaser (SPA -----), conclude this contract as follows:

1. Object of Purchase

1.1. The object of purchase under the N01/162-87 contract on the basis of the funds high-performance medical equipment with related services: _____

2. Total Price of the Contract

- 2.1. Total price of the Contract amounts ----- (-----) GEL.
- 2.2. Total price of the Contract includes all taxes stipulated by the acting legislation of Georgia

3. Procurement Object Delivery Terms, Place and Conditions

3.0. Procurement object delivery shall be made within the term of _____, after concluding the contract;

3.2. Place of procurement object delivery -----on the address:

4. Validity of the Contract

4.1. Contract shall come into force upon its signing by the parties and shall be valid including _____, till full and proper performance of obligations determined under the contract

5. Rules of Delivery-Acceptance for Procurement Object

5.1. Acceptance of procurement object shall be registered by delivery-acceptance certificate confirmed by signatures of the appropriately authorized representatives of both “the purchaser” and “the supplier parties.

5.2. In addition to conclusion of delivery-acceptance certificate, the “purchaser” should be provided with all other documents necessary for payment.

6. Contract Object Quality and Warranty

- 6.1. The supplier shall undertake responsibility on the compliance of procurement object to the standards;
- 6.2. Quality of the procurement object should be in accordance with the requirements of the purchaser;
- 6.3. "The purchaser" is obliged to inform "the supplier" on discovery of defects, immediately in writing;
- 6.4. After providing information, "the supplier" is liable to eliminate the defects within the warranty period indicated by purchaser, with his/her own costs or substitute a new sample for the damaged one. Supplier shall be liable to eradicate detected defects of procurement object and to compensate damage caused to purchaser and the third parties as a result of aforesaid defects.
- 6.5. In case of non-fulfillment of the assumed liabilities by "supplier" after providing information on eradication of damage, "purchaser" has the right to redress given defects with the expenses of "supplier".

7. Form of Payment, Schedule (Terms)

- 7.0. Payment to "supplier" shall be provided in GEL;
- 7.2. Cost of procurement object shall be covered via bank transfer;
- 7.3. There is not considered in advance payment;
- 7.4. "Purchaser" shall provide payment after submission of documents on supply of procurement object - delivery-acceptance certificate, overhead and invoice (if supplier is VAT-payer she/he should submit appropriate certificate from LEPL "Revenue Service"), conclusion of control group within no later than ----- (-----) days.
- 7.5 If "supplier" violates terms determined according to the contract, in this event he/she will have to pay a fine, "purchaser" is entitled to refuse meeting of substitutive obligations until supplier does not provide complete payment of fine.

8. Rights and Liabilities of the Parties

- 8.1. "Purchaser" has the rights:
 - To check the compliance of **procurement object** with the terms envisaged under this Contract;
 - To provide monitoring and supervision over fulfillment of the terms of the contract by the supplier; - To refuse getting defective **procurement object**.
- 8.2. "Purchaser" is obliged:
 - To inform "supplier" of any special circumstances pertaining to the **object of procurement** in writing;
 - To perform payment with "supplier" in accordance with the terms envisaged by this contract;
 - To keep with the other terms assumed by this Contract.
- 8.3. "Supplier" has the rights:
 - To demand from "purchaser" the transfer of the amount for **procurement object** under the terms stipulated by this Contract;
- 8.4. "Supplier" is obliged:
 - To notice "purchase" about the delay in supply of **procurement object**;
 - To keep all the conditions assumed by this Contract.

9. Responsibilities of the Parties in Case of Breaching the Contract

- 9.1. Non-fulfillment of the assumed liabilities by the parties will result in bringing to account under the applicable law of Georgia;
- 9.2. In case of breach of assumed liabilities under the Contract by either party, then the other party of the agreement may request termination of the Contract after unsuccessful passing of additional term detected for fulfillment of assumed obligations (written form is used to detect the extra term). If an additional term can not be used due to the nature of the obligation then it might be equal to the warning.
- 9.3. At termination of the Contract, one party may require reimbursement for the harm caused due to

non-fulfillment of the assumed obligations undertaken pursuant to the contract by the other party.

9.4. Termination of contract and reimbursement are regulated by the Civil Code of Georgia

9.5. In case of breach of the execution of the liabilities stipulated by this contract, the party breaching mentioned condition shall be imposed a forfeit to the amount of 10% of contract value.

9.6. In case of breach of the deadline for the execution of the liabilities stipulated by this contract, "supplier" shall be imposed a forfeit to the amount of 0.3% (zero point three tenth) of the procurement object price for each overdue date, but no less than 10 (ten) GEL.

9.7. In case of breach of Article 5.1. under this Contract "the purchaser" reserves the right to impose a forfeit from total price of the Contract and transfer it to appropriate account number. In the case of phased payment, imposing a forfeit shall be carried out from the amount of the according phase.

9.8. Non-using of the Article 9.7. does not deprive the right of "purchaser" to impose a forfeit to "supplier".

10. Possibility on Revision of Contractual Conditions

11.1. None of the deviations or changes will be entitled to the conditions of contract without written and signed revision of both parties.

11.2. If the necessity of changing the contract terms arise due to unforeseen reasons, the initiator of making changes is obliged to notify in written the other party about it.

11.3. Party to this contract has to notify the second party in writing about changes of prices that is entitled to disagree on above mentioned changes.

11.4. Changing terms envisaged by the Contract is not permitted if these changes might cause deteriorating the terms and conditions of the contract for procuring entity, except of cases under the Article 398 of Civil Code of Georgia. Revising terms of the contract is carried out according to the approved rule of the Legislation of Georgia.

11.5. In case of conditions envisaged by the Article 398 of Civil Code of Georgia, it is not allowed to increase the total amount of the Contract on state procurement by more than 10%.

11.6. Any change of the contract terms shall be drawn up as an annex to the contract and shall be deemed as an integral part thereof.

11. Delay in Contract Fulfillment

12.1. If in the process of execution of contract the parties face any hampering circumstances and due to those reasons contractual conditions' fulfillment is delayed, in this event this party must immediately notify the other one about hampering fact, its possible duration and causes in writing. After getting the mentioned information this party shall notify about decision concerning to the above-mentioned circumstances to the other party as soon as possible.

12.2. In case of delay in execution of terms of the Contract, the parties agree on extension of the term of Contract validity, this decision shall be made through an amendment to the Contract.

12.3. "Purchaser" may terminate the whole or any part of this Contract after notification of "supplier" on non-fulfillment of assumed liabilities in writing:

a) If the supplier is unable to provide all products or a part of it, within the terms under the contract or a prolonged period of time by the purchaser.

b) If the supplier is not able to fulfill any liabilities determined according to the contract.

12.4. Termination of certain conditions of contract does not relieve the supplier from the rest obligations on fulfillment.

12.5. The purchaser may take decision about the termination of the contract as well:

a) If the purchaser learned that it can not ensure the fulfillment of the obligations assumed by the contract due to some reasons beyond its control;

b) In case of bankruptcy of the supplier;

c) If the purchaser finds out that the documents concerning to the qualification of the supplier are false;

d) In other cases stipulated by the legislation of Georgia

In cases referred to sub- clause 11.3. of this Contract the purchaser is obliged to reimburse the cost for actually received product to the supplier.

12. Force-Majeure

13.1. The Parties shall be released from liability for partial or complete non-performance of their respective obligations, if such non-performance is caused due to such circumstances alike: flood, fire, earthquake and other natural disasters, also wars and military actions, which directly prevent the execution of contract. Term on execution of contract will be prolonged for respective time, after completion of circumstances.

13.2. If the duration of such conditions - partial or complete non-performance of their respective obligations - lasts more than a month the parties shall have the right to terminate the contract, without the right of claiming compensation.

13.3. The party, encountering force-majeure situations shall immediately notify in writing the other part about such circumstances.

13. Disputes and Rule on Their Resolution

14.1. All disputes and controversies arisen between the parties may be settled through mutual negotiation of parties.

14.2. If agreement is not reached the parties apply to court in accordance with the legislation of Georgia.

14. Conditions on Inspection of Contract

15.1. "Purchaser" is entitled to conduct inspection in parallel to procurement object's delivery, aiming at identifying compliance of procurement object with the terms and requirements of "purchaser" determined under the contract.

15.2. Control over the contract from the part of purchaser shall be executed by: -----

15.3. "Purchaser" will immediately inform "supplier" about defect or damage revealed as a result of inspection in writing by indicating the reasons of defect.

15.4. To cover the expenses connected with elimination or re-inspection of revealed defect or damage shall be imposed to "the supplier" in accordance with the rule approved by the legislation of Georgia.

15. Other Conditions

16.1. Neither party shall be entitled to transfer his/her rights and obligations to third parties, without the written consent of the other party.

16.2. Relating with third parties, the parties are acting on their own behalf, expense and risk.

16.3. This contract was drawn up in the Georgian language in two copies, one for each Party and both have equal legal force and are kept with signatory parties. Any correspondence related to contract is to be composed in the Georgian language.

16.4. Any changes or amendments to this Contract shall enter into force only after it is drawn up and signed by the parties in writing.

16.5. All the annexes and supplement to the Contract, signed by the authorized representatives of the parties shall be considered an integral part of the contract and is obligatory for fulfillment.

16.6. The parties are completely responsible for the accuracy of the information/details specified in the Contract. Notification on any changes in essential details shall be made in writing to the second party.

16.7. Any official relations between the Contracting Parties shall be conducted in writing. Any written notice sent by one party to another according to the contract shall be sent by post. For establishing effective communication modern means of communication might be used provided that the original message will be presented to the other party directly or sent to address specified in the contract by ordinary mail. If the parties can not provide communication through the address specified in the contract, due to the wrong address, the message will be deemed to be submitted and counting of terms mentioned in the contract shall be provided on respective postal address from the next day of submission.

16. Parties' Legal Addresses and Bank Details

The Purchaser	The Supplier
Tbilisi State Medical University Address: # 33 Vazha-Pshavela ave, Tbilisi Identification code 211328703 National Treasury, Code: TRESGE22 Acc. # GE24NB0330100200165022 Chancellor of Tbilisi State Medical University -----	 ----- Identification code -----JSC Acc. # ----- ----- Director -----

Additional Information:

Bidder may obtain clarifications regarding the tender documents on the basis of the application submitted to the Tender Commission. 33, Vazha-Pshavela ave.,

The Tender Committee the names and contact information. staff of Tender Commission, Tel: Tinatin Chanturidze 254 24 56; Alexandre Buachidze 2 54 24 53;

The competent authorities of the above mentioned tender:

Andro Atoshvili 599 90 19 75;

Zurab Bendeliani 593 76 07 65;

Vakhtangi Beroshvili 577 02 47 47;

1. Requisites:

Bidder's legal form and name:

Full name and surname of Supervisor:

Bidder's legal and/or actual address:

Identification code:

Bidder's phone number: Email

address: ServiceBank:

Bank code:

Accountnumber:

2. Tender proposal's price according to the unified electronic system of state procurements:

3. Bid validity:

Pretender may submit the offer at the stage envisaged according to the subparagraph "l" of the paragraph 1 of Article 2 of this rule. The Bid offered by bidder shall be valid until the phase envisaged by the subparagraphs "g", "r" or "t" of the paragraph 1 of Article 2 of this rule.

4. Participant agrees with the conditions provided in tender documentation (among them delivery and payment conditions).

Price list

№	Names	Producer country	producer company/exact model	Exact characteristics	dimansion	Qty	Unit price	Total price
1	Portable Surgical Microscope			see appendix 3	unit	1		
Total:								

Bidder's signatur

Basic characters

N	დასახელება	სპეციფიკაცია	რაოდენობა	ერთ. ფასი (ლარი)	სულ ფასი (ლარი)
1	Portable Surgical Microscope	Surgical-Ophthalmology microscope with the system of xenon light; Assistant eyepieces; with video system adapter, with high resolution video equipment; with relevant imaging, transmission and recording devices, multi-positional mobile tripod, and with multi-functional pedals. (more than 10 function); integrated assistant scope, High intensive illumination, xy-coupler, with motorized zoom, focus, depth; tiltable tube 180 for main surgeon and Inverter tube for assistant, widefield eyepieces, Apochromatic objective lens (Objective lens d65mm), video addapter, medical grade display 17" or bigger with appr. stand wide-angle aspheric eyepieces, zoom X12,5 and more; Lens focal length is 20 cm; light dividing 50/50; rotary, intagrated binocular tube; full set of system, additional / spare bulb, optical cable, handles which can be sterilize; and other accsecorise which is recomended/configurate by the pro; el-power: 220-230V	1		
				სულ:	

Reference: In the case of any inaccuracy between the Georgian and English documents Preference is given to Georgian documentation