

Agreement on State Procurement #

Tbilisi “-----” ----- 2015

1. Parties to Agreement

This agreement is concluded between:

On the one hand Tbilisi State Medical University (hereinafter referred to as “Purchaser”) located in # 36 P. Sarajishvili, Tbilisi and on the other hand -----

(hereinafter referred to as “Supplier”) located in -----

2. Subject of Agreement

2.1 Subject of agreement is procurement of scientific-research apparatus (CPV code: 33100000) by Tbilisi State Medical University through simplified electronic tender (tender announcement #).

3. Total cost of agreement

3.1 Total cost of agreement amounts ----- (-----) GEL.

3.2 Total cost of agreement includes all taxes determined to supplier in accordance to the active legislation.

4. Conditions of Goods Delivery and Warranty Terms

4.1. Terms and conditions of goods supply:

4.1.1. Warehousing of goods on the address agreed with purchaser should take place after concluding agreement within 120 calendar days.

4.1.2. Supplier should agree with purchaser on the determination of the place of goods’ warehousing within 5 (five) working days after goods’ warehousing. After goods’ warehousing authorized person of purchaser together with the authorized person of supplier provides inventory accounting of warehoused equipments and devices and establishment of their compliance, after that will be composed act of inspection about obligations undertaken by supplier pursuant to the agreement and act on accounting warehoused goods.

4.1.3. Accompanied service - equipments and devices are to be installed after submission of notification by purchaser or authorized person of purchaser determined pursuant to the agreement, through email and/or in writing within 30 calendar days.

4.1.4. At the time of goods' warehousing on the site agreed with purchaser, supplier is obliged to present insurance policy issued by financial institution of Georgia that should compensate damage at the time of warehousing, installation, transportation to the destination, storage and installation on the delivery point of equipments and devices, also cover the damage after the installation before supply and testing of equipments and devices from theft, robbery, vandalism and any kind of damage or destruction and among them damages caused due to natural disasters. Insurance policy should be valid from the moment of goods warehousing within no less than 100 days term.

4.1.5 After the installation of equipments and devices the supply and testing of equipments and devices should take place after submission of notification by purchaser or authorized person of purchaser determined pursuant to the agreement, through email and/or in writing and/or orally within 15 calendar days.

Under the bases of personal expenses supplier should mobilize essential personnel and consumable raw material and other materials within above mentioned term.

4.2. Warranty terms and conditions of goods

4.2.1. Supplier undertakes obligation that supplied goods will be new, factory-made and meet appropriate standards and requirements.

4.2.2. It is obligatory for each apparatus to have determined warranty conditions for no less than 1 year term.

5. Source of Financing

Agreement #01/162-33 concluded between Educational and Scientific Infrastructure Development Agency and Tbilisi State Medical University in August 7, 2015.

6. Rule of Acceptance and Delivery of the Object of Purchase

6.1. Under the basis of acceptance and delivery report object of purchase is accepted in accordance to the goods actually supplied by supplier (including accompanied service – installation, supply, testing, staff training).

7. Payment

7.1. Payment will take place after supply, installation, supply and testing of equipments and devices under the basis of acceptance and delivery report, after submission of waybill and tax invoice within 30 calendar days.

7.2. Payment will be made in national currency – GEL, via bank transfer on banking details of supplier.

7.3. If required by supplier, it is possible to in advance provide payment (advance payment) in the amount of 563400 (five hundred sixty three thousand four hundred) GEL under the basis of unconditional, irrevocable advance payment banking warranty agreed with purchaser and presented by supplier from active bank of Georgia that term should be minimum 60 calendar days more than delivery term determined pursuant to the agreement.

7.4. If required by supplier, after warehousing equipments and devices, before their installation and delivery under the basis of submission of act on accounting warehoused goods composed by authorized person of purchaser determined pursuant to the agreement and it is unconditional, irrevocable advance payment banking warranty agreed with purchaser and presented by supplier from active bank of Georgia that term should be minimum 60 calendar days more than delivery term determined pursuant to the agreement, it is allowed to provide 100% advance payment of the cost of agreement (through advance payment).

7.5. Advance payment will be provided to supplier after submission of bank guarantee appropriate to the conditions of agreement within 30 calendar days.

7.6. If after the installation of equipments and devices it is revealed that they do not meet conditions determined pursuant to this tender, in this event purchaser has a right to refuse acceptance of goods and require repayment of in advance paid amount.

7.7. If supplier is not able to supply goods within the fixed term of agreement and parties do not agree on the extension of term, purchaser has a right to apply warranty issuing authority (guarantor) during the active period of warranty with regard to repayment of in advance paid amount.

7.8. If due to reasonable ground supplier is not able to supply goods within the term determined pursuant to the agreement and parties agree on the extension of this term, in this event supplier is

obliged to present restored, or new bank guarantee of advance payment (advance) issued by banking institution that term should be minimum 60 calendar days more than extended term.

7.9. After the amount determined under bank guarantee of advance payment (advance) is completely deducted, under the basis of written requirement of supplier the bank guarantee of advance payment (advance) will be returned to supplier from the moment of submission written requirement within 5 (five) working days.

8. Rights and Obligations of Parties

8.1. Supplier is obliged to deliver goods indicated in the annex of agreement to Tbilisi State Medical University I. Kutateladze Institute of Pharmacochimistry after concluding agreement within no later than 120 calendar days.

8.2. Goods are to be delivered to following address: # 36 P. Sarajishvili, Tbilisi, in accordance to the requirement of purchaser.

8.3. If required by purchaser after concluding agreement within no later than 120 calendar days the supplier is obliged to train no less than 2 employees of institution with his/her personal costs. (Requirement will be submitted via email).

8.4. Supplier bears responsibility on the quality of supplied goods.

8.5. Purchaser organization is obliged to cover the cost of supplied goods after obligations undertaken by supplier determined pursuant to the agreement are completely and duly met.

8.6. Purchaser is not responsible for the damage or loss caused to the third persons by supplier.

9. Control over the Execution of Agreement

9.1. Inspection Group will control over the fulfillment of conditions of agreement about state procurements and its documents by supplier.

10. Amendment of Agreement

10.1. None of the parties to agreement have a right to unilaterally amend conditions of agreement.

10.2. If it is necessary to amend conditions of agreement due to any unforeseen reasons, the initiator of amendments is obliged to provide appropriate information to the second party in writing. At the

same time purchaser is not obliged to present any proof to supplier related to those circumstances that caused necessity on amendment conditions of the agreement.

10.3. Any amendments to the agreement are to be drawn up as an annex to the agreement that will be considered integral part of agreement.

10.4. Supplier has no right to completely or partly assign rights and obligations determined pursuant to the agreement to the third party without written consent of purchaser.

11. Force-Majeure

11.1. Termination of conditions of agreement or any provisions due to facing force-majeure conditions will not be considered as non-fulfillment or violation of the conditions of agreement and will not cause imposition of fines.

11.2. For the purposes of this article, “Force-Majeure” means insurmountable and other conditions beyond parties’ control that do not at all relate to the mistakes and carelessness of purchaser or/and supplier and that can not be in advance foreseen. Such circumstance may be caused due to natural disasters, epidemy, quarantine and imposition of embargo, substantial decrease of budget appropriations and others.

11.3. In the event of facing force-majeure conditions, the party to agreement, who is not able to fulfill undertaken obligations has to immediately provide written notification to the second party about facing such conditions and their reasons. If party providing notification does not have a written reply from the second party, he/she will continue fulfillment of obligations undertaken pursuant to the agreement in accordance to his/her expediency and possibility and will try to find such alternative ways for the fulfillment of obligation that will be free from the influence of force-majeure circumstances.

12. Responsibility of Parties for the Violation of Contractual Conditions

12.1. If conditions undertaken pursuant to the agreement are overdue fulfilled, supplier will have to pay a penalty by the amount 0.1% of the cost of agreement for each overdue day.

12.2. Payment of punitive penalties does not release supplier from the fulfillment of principal obligations.

12.3. If total amount of imposed penalty exceeds 3% of the cost of agreement, purchaser has a right to unilaterally terminate agreement and fine the supplier for unduly execution of the term of agreement by 10% of the cost of agreement.

13. Termination of Agreement

13.1. If supplier does not fulfill conditions of agreement, purchaser may make a decision about termination entire or some conditions of agreement.

13.2 If purchaser makes decision he/she is obliged to notify supplier about his/her decision, its basis and validity date. This notification is to be provided to supplier before agreement is entered into force within minimum 5 working days earlier.

13.3. Termination of some conditions of agreement does not release parties from the fulfillment of the other obligations.

13.4. Termination of agreement due to the violation of terms does not release supplier from the responsibility determined for non-fulfillment of agreement.

13.5. Purchaser may also make decision about termination of agreement, if:

- a) Purchaser is informed that due to uncertain reasons he/she is not able to fulfill obligations undertaken pursuant to the agreement;
- b) Supplier does not fulfill or unduly fulfill his/her undertaken obligations;
- c) In other cases determined in accordance to the legislation of Georgia.

14. Rule of Disputes Resolution

14.1. Parties to agreement agree that any disagreements and disputes related to agreement or its issues will be solved through negotiations of parties.

14.2. If it is not possible for purchaser or supplier to agree on disputable issues, then for the purpose of dispute solving any party has a right to apply to the court of Georgia in accordance to the approved rule.

15. Miscellaneous

15.1. This agreement enters into force from the day of its signing and remains in force including May 30, 2006, except Article 8 of this agreement that term expires upon complete fulfillment of obligations undertaken by supplier.

15.2. Agreement is composed in the Georgian language in three copies with the same legal force. One copy remains with supplier, but two copies with purchaser.

Purchaser:

Supplier

Tbilisi State Medical University

Annex # 3 Warranty Provisions

SPA ----- (*) in electronic tender “-----“ (*)

(Electronic tender #) (Legal form and name of supplier)

In the event of winning tender proposal, we state that warranty term will be effected on the goods supplied to beneficiary (consignee), including accompanied service to supplied goods (installation, supply and testing) in standard operating conditions within no less than 12 calendar days, after concluding acceptance and delivery report by consistent endorsement of below mentioned conditions:

1. If throughout validity term of warranty in the event of exact exploitation of goods is revealed defect/malfunction, supplier will repair aforesaid with his/her personal costs within 30 working days term, but if it is impossible to repair the goods in this event it will be replaced by new goods within 60 calendar days term.

2. Throughout validity term of warranty “-----“(*) undertakes obligation (legal form and name of supplier) on compensation any damage caused due to his/her violation to beneficiary (consignee) that will be caused as a result of supplied goods’ malfunction, incorrect installation of equipment and other similar cases.

(*) To be filled in by supplier.

Warranty on Execution of Agreement #

(Place of issue) (Date of issue)

Guarantor: -----

(Name and address)

Principal: -----

(Name and address)

Beneficiary: -----

(Name and address)

Limit of guarantee sum: -----

(Amount numerically) (Amount orally)

Guarantor is aware that under the basis of tender proposal submitted to tender -----

----- (SPA -----)

(Name of tender)

Announced by beneficiary the principal has undertaken obligation on submission of bank guarantee on the execution of agreement. Under the basis of principal's requirement, guarantor undertakes unconditional, irrevocable obligation on payment any amount to beneficiary that amount totally is more than ----- (amount numerically) ----- (amount orally) GEL.

The amount will be covered under the basis of the first written requirement of beneficiary within no later than 5 (five) banking days. Requirement or its annex should include explanation as to what kind of violation we have from the part of principal within the frameworks of aforesaid agreement.

Also, beneficiary is not obliged to state the fact on the violation of obligation and the amount mentioned in it. This warranty remains in force till (day, month, year of entering into force and

expiration day, month, year). Any requirement related to the payment should be presented to guarantor on following address: ----- till the above mentioned date.

Warranty is terminated in one of the following cases:

- a) In the event of expiration of the fixed term of warranty based on its issue;
- b) In the event of complete execution of obligations undertaken by principal pursuant to the agreement;
- c) If warranty amount is completely paid by guarantor;
- d) If beneficiary refuses his/her rights in writing or original letter of guarantee is returned -----

Bank's Seal and signature(s)

Note: it is obligatory to submit bank guarantee on the execution of agreement in accordance to the indicated content, by the participation in this tender the pretender automatically expresses consent that the content of aforesaid guarantee is agreed with the active banking institution of Georgia.