

## **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 I. Kutateladze Institute of Pharmacochimistry 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. Warranty Terms**

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

4.2. 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. Supplier will be compensated in GEL.

7.2. The cost of object of purchase will be covered via bank transfer;

7.3 In advance payment is not taken into account.

7.4. 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.

7.5 If “Supplier” violates obligations undertaken pursuant to the agreement, he/she will have to pay a penalty and “Buyer” is entitled to refuse fulfillment of obligations until supplied does not fully cover the amount of penalty.

## **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 after concluding agreement within no later than 90 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. Supplier bears responsibility on the quality of supplied goods.

8.4. 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.

8.5. 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.