

State Procurement Agreement

Tbilisi

-----2018 year

This agreement is made and entered into by and between, on the one hand, the Georgian Technical University (77, Kostava St., 0175, Tbilisi, Georgia), represented by the Head of the Administration (Chancellor) K.Kokrashvili (here in after called the “Customer”) and, on the other hand, _____ (address: _____, represented by its chief executive officer (here in after called “Supplier”) have agreed on the following:

1. Object of the agreement.

1.1. The object of “the agreement is a procurement of “Checking and testing apparatus“ (CPV38500000);

1.2. Procurement type- Electronic Tender.

2. Agreement price

2.1. The price of the agreement is _____ GEL.

2.2. The price of the agreement covers all expenses of the supplier that are needed for the complete implementation of all obligations under this agreement, including the Delivery at Place (DAP –INCOTERMS 2010) to the address: Tbilisi International Airport, 0198, Tbilisi, Georgia. The VAT and custom-service fee on the Georgian territory should be excluded from the Price of the Agreement.

(The funds for the procurement will be allocated from the budget of the Grant entitled “Development of new technologies for the growth of nanowires and fabrication of ultra-sensitive gas sensors” jointly funded by the Science and Technology Center in Ukraine (Grant #6204) and the Shota Rustaveli National Science Foundation (Grant N04/05-2016). According to Georgian legislation, the good purchased by funds of a Grant is free from Value-added Tax).

3. Monitoring of the agreement implementation

3.1. The customer is authorized to provide the supervision and control over the complete accomplishment of liabilities assigned to the Supplier. The customer will nominate the authorized person who will be monitoring the implementation of the Agreement.

3.2. Supplier is obliged to substitute or repair by his own means defects and damages that will be detected after monitoring.

4. Time and place of delivery of agreement object.

4.1. The agreement objects must be delivered in the period of 60 calendar days starting from the date of signing the Agreement.

4.2. The agreement objects should be delivered to the address: DAP (INCOTERMS 2010) Tbilisi International Airport.

5. Form of payment, terms and conditions

5.1. The advanced Payment in an amount of 100% of a total Agreement Price may be done at the request of the supplier.

In case of Advanced Payment, the Supplier shall provide the Bank Guarantee issued by the Bank, which has been licensed by the Georgian National Bank, or by the insurance company that has been licensed by the Insurance State Supervision Service of Georgia, or issued by a foreign Bank. In such case, the duration of the Bank Guarantee shall exceed by one month the duration of this Agreement. The amount of money in the Bank Guarantee shall be indicated in Georgian Currency- Lari. The bank guarantee and its supplements shall be

submitted in the Georgian language (if the documents will be submitted in a foreign language then the notarized Georgian language translation of a Bank Guarantee must be also enclosed).

5.2. If the advanced payment will not be performed than the

payment will be done after delivery of agreement object, within 10 calendar days, after both sides will sign the delivery-acceptance certificate;

5.3. The supplier will be paid in Georgian Lari within 10 (ten) working days after he will submit the relevant documentation.

5.4. In the case that the supplier is a non-resident person, the payment will be done in foreign currency according to currency exchange rate that will be established by the National Bank of Georgia at the date of Electronic Tendering.

6. Packing

6.1. The Electron Microscope shall be packed in accordance with international standards that are applicable for the safe shipment of this type of equipment to Georgia.

7. Failure to comply with the terms of the agreement.

7.1. Except force majeure circumstances, in case of a failure to fulfill the obligations under the agreement, parties shall be imposed a penalty for each day of delay in the amount of 0,02% of the price of the agreement.

7.2. In case of a partial fulfillment of the agreement the Customer has the right to terminate the agreement unilaterally and impose the Supplier a penalty in the amount of 10% of the price of the agreement.

8. Force Majeure

8.1. Failure to fulfill any of the terms of the agreement by the contracting parties shall not result in penalty sanctions and failure to return performance guarantee of the agreement, if the failure to fulfill the agreement or its obligations are resulted from force majeure circumstances.

8.2. For the purposes of this article "Force majeure" means an insurmountable and independent from their control circumstances, which are not related to the errors and negligence of the Customer and / or Supplier and carry preliminarily unpredictable nature. Such a situation can be caused by war, natural disasters, epidemics, quarantine and embargo on the supply of goods, sharp decline of the budget allotments and the other.

8.3 In case of force majeure circumstances, contracting party, which is unable to fulfill its obligations, shall immediately notify the other party in writing of such circumstances and the reasons thereof. If the sender shall not receive a written response from the other party, at own discretion, according to the expediency and possibilities continues to fulfill contractual obligations and attempts to find out such alternative methods for fulfillment of obligations, which shall be free from the influence of force majeure circumstances.

9. Settlement of Disputes

9.1. The dispute between the parties shall be resolved by negotiation. In case of failure to reach agreement within 30 (thirty) days after commencing of negotiations, the dispute will be resolved as prescribed by the Georgian legislation.

10. Agreement term

10.1. This agreement is effective from the date of signing and valid till _____2018

11. Other conditions

11.1. This Agreement is drawn up in English language, in two copies, each of which has the same legal force and is filed with the signatory parties (one copy with the Supplier and the other with the Customer). Any correspondence which refers this agreement will be made in Georgian.

11.2. Any changes and alterations to this agreement are valid only in a written form and signed by the both parties.

Addresses and Banking Details

Customer

Supplier