

Tbilisi

On the one hand, the Georgian National Center for High Technologies Ltd (hereinafter referred to as the Purchaser), represented by its director, Vakhtang Betlemidze, and, on the other hand, ----- (Hereinafter referred to as "Supplier"), submitted to its Director - -----
----- By,

Together as the "Parties", we act in accordance with the requirements of the Law of Georgia on State Procurement and the Order of the Chairman of the State Procurement Agency N12 of June 14, 2017 "On Approval of the Rules of Electronic Tender". About Procurement on Estimated Amount: ----- with the following terms:

Article 1. The parties to the contract and their requisites

1.1. Purchaser:

- 1.1.1. Name (brand): LTD Georgian National High Technology Center
- 1.1.2. Identification number: 204 862372
- 1.1.3. Legal address: Georgia, st. Tbilisi, P. Kavtaradze St. 46
- 1.1.4. Bank account: JSC TBC Bank
IBAN GE 98 TB 0628036020100002
- 1.1.5. Email Address: contact@geoisotopes.com
- 1.1.6. Representative (signatory):
 - 1.1.6.1. name and surname: Vakhtang Betlemidze
 - 1.1.6.2. personal number: 01008003946
 - 1.1.6.3. Position / Status: Director

1.2. Supplier:

- 1.2.1. Name (brand):
- 1.2.2. Identification number:
- 1.2.3. Legal address:
- 1.2.4. Bank account:
- 1.2.5. Email Address:
- 1.2.6. Representative (signatory):
 - 1.2.6.1. name and surname:
 - 1.2.6.2. personal number:
 - 1.2.6.3. Position / Status:

Article 2. Definition of terms

- 2.1. "Procuring Entity" (hereinafter referred to as "Procuring Entity") means the organization conducting the Procurement;
- 2.2. "Supplier" means a person who delivers goods to the Purchaser in accordance with the terms of this Public Procurement Agreement;

2.3. "Public Procurement Contract" (hereinafter referred to as the "Contract") - the contract concluded between the Purchaser and the Supplier, attached to it, with all documents and amendments, including, without limitation:

2.3.1. Price table (Appendix №1);

2.3.2. Schedule of delivery of goods (Annex № 2).

2.3.3. Contract Performance Guarantee (Annex №3);

2.4. "Contract Value" means the total amount to be paid by the Procuring Entity for the full and thorough performance of the Contractual Obligations under the Contract;

2.5. "Day", "Week", "Month" means a calendar day, week, month.

Article 3. Subject of the contract

3.1. Under the agreement, the Supplier undertakes to supply the Purchaser with 3,750 (three thousand seven hundred and fifty) kilograms of boron samptoride enriched with the isotope boron-10 (10B> at. Enrichment not less than 95.5%; purity not less than 98.00%), as agreed by the parties. 2) while the Purchaser undertakes to receive the requested goods and pay its value in accordance with the contract.

3.2. Procurement Classifier Code: CPV -----

Article 4. Term and place of delivery of goods

4.1. The Supplier shall supply the Goods provided for in Clause 3.1 of this Agreement to the Purchaser in accordance with the Delivery Schedule (Appendix № 2) to the Purchaser's Legal Address as set forth in Article 1 of this Agreement (Requisites of the Parties).

4.2. The supplier will deliver the goods to the buyer's registered address at its own expense. The Supplier shall also provide any ancillary services related to the delivery of the Goods, which is also included in the cost of this Agreement.

Article 5. Control over the implementation of the contract

5.1. The buyr is authorized to control the performance of the contract at any stage through the inspection team.

5.2. The financial control of the contractor is performed by the accountant - Irine Chagelishvili, and the technical control - by the head of the scientific-technological service - Nikoloz Kochiashvili and the head of the electrochemical and chemical synthesis department - Davit Zenaishvili.

5.3. The functions of the inspection team include:

5.3.1. Carrying out appropriate control and supervision in order to determine the quality and delivery time of the obligation assumed by the supplier under this contract (including, without limitation, all annexes / additions to the contract);

5.3.2. Ensuring the receipt and delivery of goods supplied by the Supplier under this Agreement (including all Annexes / Supplements to the Agreement without restriction);

5.3.3. In case of any defect and / or defect identified as a result of the control, prepare an appropriate conclusion and determine a reasonable period of time for the supplier to eliminate the defect and / or defect;

5.3.4. Regulate the settlement process with the supplier in accordance with the terms of this agreement;

5.4. The Supplier is obliged to provide at its own expense to replace / correct any defective goods as a result of the inspection and to replace / correct the defective goods within a reasonable time specified by the inspection team.

Article 6. Rules for Receipt and Delivery of Goods

6.1. Goods delivered by the Supplier shall be deemed to have been received on the basis of the conclusion of a deed of acceptance between the parties.

6.2. Along with concluding the acceptance-delivery act, the supplier is obliged to submit to the buyer the relevant tax documentation provided by the legislation of Georgia. Including VAT invoices with description of goods, quantity of goods, unit price and total value.

6.3. Receipt of goods and final inspection takes place at the place of delivery of goods.

6.4. Upon conclusion of the acceptance certificate, the supplier is obliged to submit to the buyer a certificate of quality of the goods issued by the certified laboratory.

6.5. The supplier shall ensure the elimination of the defect or defect identified as a result of the receipt of the goods (or part thereof) and / or the final inspection within a reasonable time specified by the inspection team at its own expense.

Article 7. The cost of the contract and the rules of payment

7.1. The price of one kilogram of Boris Samptoride is ----- GEL, including all taxes provided by the legislation of Georgia.

7.2. The total cost of this agreement is ----- GEL including all taxes provided by the legislation of Georgia.

7.3. Payment will be made after the receipt of the goods by the Purchaser, no later than December 31 of the current reporting year, on the bank details of the supplier by non-cash payment, which is fixed in Article 1 of this Agreement (in the details of the parties)

Article 8. Statements and guarantees of the parties

8.1. The parties declare and guarantee that: this agreement and / or other related agreement / annex is made / concluded voluntarily by it, without the use of violence, threats, deception, error and / or any other circumstances by the other party or a third party;

8.1.1. The representatives of the parties are equipped with the appropriate authority to sign this agreement and all necessary documents related to it and act in full compliance with the requirements of the legislation of Georgia;

8.1.2. At the time of signing this Agreement, they have not entered into any transaction, or have any obligation, and are not aware of any circumstances that would even slightly impede, suspend or impede the fulfillment of any of the terms / obligations set forth in this Agreement;

8.1.3. The conclusion and execution of this agreement and / or other related agreement / contract does not cause / cause violation of the contractual, court (including, arbitration) dispute, legislative and / or other obligations for which it is responsible;

8.1.4. After the signing of the contract and during its validity period, they do not enter into any other contract, agreement or transaction, or do not undertake any kind of obligation, which even slightly hinders, suspends or makes it impossible for the parties to fulfill any of the terms / obligations of this contract.

8.1.5. This agreement is a legally binding and unconditionally binding document ; However, they shall unconditionally, fully, conscientiously and duly fulfill the obligations and terms of this Agreement;

8.2. The Supplier is informed and understands that the subject of this contract is the main raw material of the buyer and based on the terms of this contract, including, without limitation, the guarantees and statements provided for in this article, the buyer assumes other additional obligations to third parties. In view of the above, the Supplier shall provide in advance in case of breach of any of its obligations under this Agreement, the possibility of damages to the Buyer in the form of both actual and unearned income.

8.3. Such statements and warranties of the parties are valid until the parties fully and duly fulfill their obligations under this Agreement and / or other related agreement / annexes, regardless of the termination of the agreement and / or other related agreement / annex.

Article 9 Warranty terms and conditions of the goods

9.1. The Supplier guarantees that the delivered goods are new, quality finished in accordance with the technical conditions set forth in Section 3.1 of this Agreement.

9.2. If any defect / defect is detected in the delivered goods, the supplier is obliged to eliminate the defect at its own expense within a reasonable time set by the inspection team.

9.3. The Supplier is obliged to replace the defective goods upon receipt of the notice without incurring any additional costs on the part of the buyer.

9.4. In case of non-fulfillment of this obligation by the Supplier, the Purchaser has the right to take measures and request the Supplier to reimburse the relevant costs or deduct this amount from the amount payable to the Supplier under the Contract.

Article 10. Guarantee of performance of the contract

Pursuant to Article 34, Paragraph 31 of Article 21 of the Law of Georgia on State Procurement and Article 34 of the Order N12 of the Chairman of the State Procurement Agency of June 14, 2017 "On Approval of the Rules for Conducting Electronic Tenders", Guarantee of Contract Execution Upon request, a bank guarantee (Annex №3) is attached to this Agreement and forms an integral and integral part thereof.

10.2. Guarantee for the performance of this contract (Appendix №3) is issued in the amount of 2% of the value of this contract, which amounts to ----- and sets an unconditional and irrevocable obligation of the guarantor to pay the beneficiary (buyer) the amount immediately Upon request, no later than 5 banking days after receiving the written notice. To avoid any doubt, the parties agree that the said bank guarantee is a bank guarantee upon the first request.

10.3. In the written notification provided for in paragraph 2 of this Article, the Beneficiary (Purchaser) shall indicate any violation by the Supplier of any obligation / condition under this Agreement (including unconditional delivery of the goods provided for in Annex N2 to this Agreement). For the avoidance of doubt, the parties agree that the purchaser is exempt from the obligation to prove the breach of obligation by the supplier to the guarantor and that the buyer is sufficient to submit the written notice under this paragraph to the guarantor within the validity of the bank guarantee.

10.4. Guarantee for the fulfillment of this agreement (Annex №3) is issued by JSC "-----" 2020 --- ----- and is valid until December 31, 2024..

Article 11. Confidentiality

11.1. Under this Agreement, each Party undertakes not to disclose / disclose any confidential information known to it to any third party without the prior written consent of the other Party.

11.2. For the purposes of this Agreement, Confidential Information means any information and documentation provided orally, in writing or electronically by one Party to the other, as well as the terms of this Agreement.

Article 12. Liability of the parties

12.1. The parties ("Purchaser" and "Supplier") undertake to compensate each other for the damage caused by their complete or partial non-performance or improper performance of the contract, including the unearned income, including, without limitation, the unearned income.

12.2. In case the Purchaser does not pay the Supplier on time, the value of the delivered goods under this Agreement, the Supplier is entitled to impose a penalty in the amount of 0.5% of the amount payable on each overdue day.

12.3. If the Supplier does not deliver the goods within the timeframe stipulated in this Agreement (in accordance with Annex N2), the Purchaser shall be entitled to impose a penalty in the amount of 0.5% of the value of the goods to be delivered on each overdue day.

12.4. In case of unilateral termination of this contract by one of the parties, the other party is entitled to impose 50% of the value of the lump sum obligation, which does not release the infringing party from the damages incurred as a result of termination.

12.5. In case of unilateral termination of this contract by the Supplier on any grounds, the Purchaser is entitled to impose a penalty of 10% of the value of the lump sum obligation.

12.6. 15.2.1 of this agreement. In case of unilateral termination of this contract by the Purchaser on the grounds provided for in Article, the Purchaser is also entitled to charge the Supplier a penalty in the amount of 10% of the value of the obligation to be performed.

12.7. The imposition of a fine on a breach of an obligation shall be notified by one party to the other by written notification in accordance with Article 16 of this Agreement.

12.8. For infringement of the declarations and guarantees provided for in Article 8 of this Agreement, one party shall also be liable to impose a one-time penalty on the other party in the amount of 5% of the total value of this Agreement.

12.9. For each breach of the confidentiality obligation under Article 9 of this Agreement, the infringer shall be liable to pay the other party a fine of USD 5,000 (five thousand) equivalent in GEL.

12.10. The parties acknowledge and agree that the penalty provided for in this Article shall be a fair and adequate amount, taking into account the scope and content of the obligations of the parties under this Agreement.

Article 13. Exemption of the parties from liability

13.1. The parties are released from any liability if they are unable to fulfill their obligations under this contract due to force majeure. Such conditions shall be deemed to be war, hostilities, natural disasters, sabotage, fires and / or other circumstances beyond the control of the parties which are not caused by the parties and which could not be taken into account in advance.

13.2. A party to force majeure shall, within a reasonable time, but no later than 5 (five) calendar days after the occurrence of force majeure, notify the other party of the relevant force majeure circumstances and its probable duration in accordance with Article 16 of the Agreement, otherwise he loses The right to rely on the existence of force majeure as a basis for release from liability.

13.3. 13.2 of the Agreement. The existence of force majeure circumstance (ies) indicated in the notice referred to in Article, if they are not generally accepted facts (circumstances), must be confirmed by the relevant competent authority.

Article 14. Validity of the contract

This Agreement shall enter into force upon signature by both Parties and shall remain in force until 31 December 2024, provided that the parties have not fulfilled their obligations under this Agreement in full and in good faith.

Article 15. Termination of the contract

15.1. The contract is terminated:

15.1.1. By mutual written agreement of the parties;

15.1.2. In case of full and proper fulfillment of the obligations assumed by the parties under this agreement, upon the expiration of the term of the agreement.

15.2. The Purchaser is entitled to terminate this contract unilaterally (in whole or in part) on the basis of a written notice sent to the Supplier 10 calendar days prior to the termination in accordance with Article 16 of the same contract if:

15.2.1. The Supplier shall not deliver the quantity of goods specified in Annex N2 to the Purchaser within the time limits specified in the same Schedule, nor within the additional time limit set by the Purchaser for the performance of its obligation. Provided for exceptional cases.

15.2.2. In case of insolvency proceedings against the supplier.

Article 16. Notification / communication between the parties

16.1. Any formal relationship between the parties must be in writing. A written notice to a party may be delivered in person and / or sent by courier and / or post.

16.2. Communication between the parties shall take place at the addresses specified in this Agreement (which are recorded in the details of the parties) or at any other address notified in writing by one party to the other in accordance with the procedure established by this Article.

16.3. The Supplier is obliged to immediately notify the Purchaser of the change of address, otherwise the written notice sent by the Purchaser to the said address will be considered delivered.

Article 17. Dispute Resolution

17.1. Any dispute arising between the Parties under this Agreement shall be settled by mutual negotiation of the Parties.

17.2. If within 30 (thirty) calendar days from the beginning of the negotiations provided for in paragraph 1 of this Article, the parties are unable to reach an agreement on the disputed issue, each party is entitled to apply to the court of Georgia.

17.3. Any dispute arising in connection with this Agreement shall be considered and resolved by a court of Georgia in accordance with the legislation of Georgia.

Article 18. Amendments to the contract

18.1. Neither party to the contract has the right to unilaterally change the terms of the contract.

18.2. All additions and amendments to this Agreement shall be effective if made in writing and signed by the parties. Any changes will be attached to the contract and will be considered an integral part of it.

18.3. Amendment and / or cancellation of any article of this Agreement shall not affect the performance of any other obligations of the Parties under this Agreement.

18.4. It is inadmissible to make any changes in the contract, as a result of which the value of the contract increases or the terms of the contract deteriorate for the Purchaser, except for the cases established by Article 398 of the Civil Code of Georgia.

18.5. In case of fulfillment of the conditions provided for in Article 398 of the Civil Code of Georgia, it is inadmissible to increase the value of the contract by more than 10%.

Article 19. Final Provisions

19.1. This Agreement and the rights and obligations of the parties arising from it are regulated by the legislation of Georgia.

19.2. Neither party to the contract has the right, without the written consent of the other party, to transfer in whole or in part to the third party the rights and obligations under this contract.

19.3. This Agreement is drawn up in the Georgian language in two copies with equal legal force, one copy of which shall be kept with the Parties to the Agreement.