

State Procurement Agreement # (Project)

Tbilisi

----- year 2021

On the one hand - Georgian Technical University (Address: Tbilisi, M. Kostava St. # 77) represented by the Head of Administration K.Kopaliani ("Purchaser"), and on the other hand ----- ("Supplier"), confirm that an agreement has been reached between them on the following:

1. Procurement object

- 1.1. Object of the procurement is the purchase of 1 unit of nano and micro particle analyzer within the framework of financing scientific grant # AR-19-1211. Procurement of analyzers (CPV38434000).
- 1.2. A detailed description of the Procurement Object and its main features are given in Appendix # 1, which forms an integral part of this Agreement.
- 1.3. procurement means - electronic tender.

2. Contract price

- 2.1. Price of the contract is ----- GEL.
- 2.2. The cost of the contract includes all the costs of the supplier related to the full fulfillment of the obligations except for the VAT tax and customs service costs established by the legislation of Georgia (VAT tax and customs service costs will be covered by the Procuring Entity).

3. Control over the execution of the contract

- 3.1. The Purchaser is authorized to control and supervise the fulfillment of the obligations assumed by the Supplier. The control over the fulfillment of the obligations under the contract will be exercised from the purchaser's side by the head of the scientific grant # AR-19-1211 Sh. Kekutia, and the signing of the acceptance-delivery act is provided by the GTU warehouse manager Z. Prangishvili and the head of the scientific grant # AR-19-1211 Sh. Kekutia.
- 3.2. The supplier is obliged to eliminate all defects or shortcomings identified as a result of the control at its own expense.

4. Time and place of delivery of the procurement object

- 4.1. Term of delivery of goods/services/performance of work - 45 calendar days from the signing of the contract.
- 4.2. Tbilisi, Z. Anjaparidze St. # 5, V.Chavchanidze Institute of Cybernetics of the Georgian Technical University.

5. Form, terms and conditions of payment

- 5.1. Payment will be made by cashless payment in national currency.
- 5.2. In case the supplier is a non-resident person, payment will be made in foreign currency at the exchange rate fixed on the day of electronic trade in accordance with the official exchange rate established by the National Bank of Georgia.
- 5.3. Payment will be made within 10 working days after delivery and signing the acceptance-delivery act certificate.
- 5.4. Upon request of the supplier, advance payment is allowed in the amount of 100% of the total contract value, based on the original bank guarantee, which must be issued by a banking institution licensed by the National Bank of Georgia or by an insurance company licensed by the LEPL State Insurance Supervision Service of Georgia and in the case of a non-resident supplier, a bank guarantee letter released by a licensed financial institution. The validity period of the bank guarantee must be at least 60 calendar days longer than the delivery period of the goods.

6. Packing

- 6.1. The packaging used for the shipment of goods must comply with the established standards to ensure a safe transportation of the equipment to the destination.

7. Non-compliance with the terms of the contract

- 7.1. Except for force majeure, for non-fulfilment or improper fulfilment of the obligations stipulated in the contract, the Supplier shall be liable to pay a penalty in the amount of 0.02% of the value of the obligation to be performed on each overdue day.

8. Force majeure

- 8.1. Failure to do so by any of the parties will not result in the imposition of penalty sanctions and the nonrefund of the contract performance guarantee if the delay in performance of the contract or the nonperformance of its obligations is a result of a force majeure.
- 8.2. For the purposes of this Article, "force majeure" means circumstances which are insurmountable to the parties and beyond their control, which are not related to the errors and negligence of the Purchaser and / or Supplier and which are of an unforeseen nature. Such circumstances can be caused by war, natural disasters, epidemics, quarantine and the imposition of embargoes on the supply of goods, a sharp reduction in budget allocations, and more.
- 8.3. In case of a force majeure, the Contracting Party, for which it is impossible to fulfill its obligations, shall immediately send a written notice to the other party about such circumstances and their reasons. If the notifying party does not receive a written response from the other party, it shall continue to fulfill its contractual obligations in its sole discretion, expediency and capability, and shall seek alternative means of fulfilling its obligations which are independent of the circumstances of force majeure.

9. Warranty

- 9.1. The supplied goods are covered by 3-year warranty period, The supplied goods are covered by the 3 year warranty period, If a product is found to be defective during the warranty period, supplier shall remedy such deficiency by the repair or replacement of the defective product with the manufacturer.

10. Dispute resolution

- 10.1. The dispute between the parties is resolved through negotiation. In case of failure to reach an agreement within 30 days, the issue will be considered in accordance with the legislation in force in Georgia.

11. Term of the contract

- 11.1. This Agreement shall enter into force on the date of signature and shall be effective -----

12. Other conditions

- 12.1. The contract is drawn up in Georgian or Georgian and English, in two copies, each of which has equal legal force and is kept with the signatory parties (one copy with the supplier and one copy with the purchaser). Any correspondence related to the contract must be in Georgian.
- 12.2. Any amendment to this Agreement shall be effective only after it has been drawn up in writing and signed by the parties.

Details of the parties:

"Purchaser"

"Supplier"