# FORM OF QUOTATION

<span style="float:right">_____(Date)</span>

To:    Georgia's Innovation & Technology Agency LEPL
      **7, Innovation str. 0114, TechPark, Okrokana**

We offer to execute the supply of **Basic Equipment for Maker-Spaces for Batumi Tech Park, Kaspi and Gurjaani Innovation Centers, #GE-GITA-174917-GO-RFQ-II**, in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of_____(amount    in words and   numbers) (_____) Georgian Lari, including VAT.

We propose to complete the delivery of Goods described in the Contract within a period of _____calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____

Name and Title of Signatory_____

Name of Supplier: _____

Address:        _____

Phone Number      _____

# Terms and Conditions of Supply

**Project Name:**     **National Innovation Ecosystem Project (GENIE)**

**Project#:**          **P152441**
**Purchaser:**        **Georgia's Innovation & Technology Agency LEPL**
**Consignee:**        **Batumi Tech Park, Kaspi IC, Gurjaani IC**
**Package No.:**       **#GE-GITA-174917-GO-RFQ-II**

1.     Prices and Schedules for Supply

| Item No | Description of Goods | Quantity | Unit Price (includes all taxes, VAT, customs, duties, inland transportation and insurance) | Total Price at final destination (includes all taxes, VAT, customs, duties, inland transportation and insurance) | Delivery Date |
|---|---|---|---|---|---|
| 1 | **Little bits Pro Library or Equivalent** as specified in Annex #1 – Technical Specifications | 6 units | | | 60 calendar days from contract signature |
| 2 | **eLEGO-Study Kit or Equivalent** - as specified in Annex #1 –Technical specifications | 6 units | | | 60 calendar days from contract signature |
| 3 | **LEGO Robotics or Equivalent -** as specified in Annex #1 – Technical Specifications | 6 units | | | 60 calendar days from contract signature |
| 4 | **Arduino-Study kit or Equivalent** - as specified in Annex #1 – Technical Specifications | 6 units | | | 60 calendar days from contract signature |
| | | | | **Total in GEL:** | |

*Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.*

Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail

2.     Fixed Price:   The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

**3.**     Delivery Schedule: The delivery should be completed as per above schedule but not exceeding **60 calendar days from contract signature.**

*4.*     Insurance: *Not applicable.*

5.     Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

6.     Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures.

7.     The Supplier shall deliver following documents:

    (i)     copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
    (ii)     manufacturer's or supplier's warranty certificate;
    (iii)     certificate of origin;

   (iv)  certificate of quality;
   (v)  invoice (in accordance with Georgian legislation);
   (vi)  VAT invoice, if necessary.

8.  <u>Payment</u> for your invoice will be made as follows: 100% of the contract amount on acceptance of the goods;

9.  <u>Warranty</u>: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

10.  <u>Packaging and Marking Instructions</u>: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

11.  <u>Defects</u>: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser.

12.  <u>Force-Majeure</u>: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

  For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

  If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

**13.**  <u>Required Technical Specifications</u> – please refer to **Annex #1 – Technical Specifications.**

  Supplier confirms by signature, that agrees abovementioned Terms and Conditions of Supply

  NAME OF SUPPLIER_____

  Authorized Signature_____

  Place:

  Date:

## ANNEX 1 - Technical Specifications

| 1. Little bits Pro Library - or Equivalent | | |
|---|---|---|
| | **Minimum Requirements** | **Offered Specs, to be Filled by the Bidder** |
| User age | from 8 years (2-8 grades) | |
| | 6button; 6buzzer, 12DC motor (tethered), 6fan, 6fork, 6inverter, 6light sensor 6long led, 6number, 6power, 6pulse, 6rgb led, 6servo, 6slide dimmer, 6temperature sensor 6usb power, 12wire; ACCESSORIES; 6battery + cable, 18mechanical arm, 24motorMate 12mounting boards, 12screwdriver, 24screws, 6servo hub, 6servo mount, 144Shoes (Hook & Loop) 2Tackle Box, 12USB Power Adapter + Cable, 8wheel | |

| 2. eLEGO-Study Kit or Equivalent | | |
|---|---|---|
| | **Minimum Requirements** | **Offered Specs, to be Filled by the Bidder** |
| 1 x Joystick Module | 1 | |
| 1 x Relay Module | 1 | |
| 1 x Big sound Module | 1 | |
| 1 x Small sound Module | 1 | |
| 1 x Line Tracking Module | 1 | |
| 1 x Obstacle Avoidance Module | 1 | |
| 1 x Flame Module | 1 | |
| 1 x Linear hall Module | 1 | |
| 1 x Metal touch Module | 1 | |
| 1 x Digital Temperature Module | 1 | |
| 1 x Active buzzer Module | 1 | |
| 1 x Passive buzzer Module | 1 | |
| 1 x RGB LED Module | 1 | |
| 1 x SMD RGB Module | 1 | |
| 1 x Two-color LED Module | 1 | |
| 1 x Mini two-color Module | 1 | |
| 1 x Magnetic Spring Module | 1 | |
| 1 x Mini Reed Switch Module | 1 | |
| 1 x Heartbeat Module | 1 | |
| 1 x 7 Color Flash Module | 1 | |
| 1 x Laser EMIT Module | 1 | |
| 1 x Button Module | 1 | |
| 1 x Shock Module | 1 | |
| 1 x Rotary Encoders Module | 1 | |
| 2 x Light Cup Module | 1 | |
| 1 x Hydrargyrum-Switch Module | 1 | |

| | Minimum Requirements | Offered Specs, to be Filled by the Bidder |
|---|---|---|
| 1 x Tilt-Switch Module | 1 | |
| 1 x Photo-Resistor Module | 1 | |
| 1 x Temp and Humidity Module | 1 | |
| 1 x Analog Hall Module | 1 | |
| 1 x Hall Magnetic Module | 1 | |
| 1x 18B20 Temp Module | 1 | |
| 1 x Analog Temp Module | 1 | |
| 1 x IR Emission Module | 1 | |
| 1 x IR Receiver Module | 1 | |
| 1 x Tap Module | 1 | |
| 1 x Light Blocking Module | 1 | |
| special carry bag | 1 | |

## 3. LEGO Robotics - or Equivalent

| | Minimum Requirements | Offered Specs, to be Filled by the Bidder |
|---|---|---|
| 1 x Joystick Module | 1 | |
| 1 x Relay Module | 1 | |
| 1 x Big sound Module | 1 | |
| 1 x Small sound Module | 1 | |
| 1 x Line Tracking Module | 1 | |
| 1 x Obstacle Avoidance Module | 1 | |
| 1 x Flame Module | 1 | |
| 1 x Linear hall Module | 1 | |
| 1 x Metal touch Module | 1 | |
| 1 x Digital Temperature Module | 1 | |
| 1 x Active buzzer Module | 1 | |
| 1 x Passive buzzer Module | 1 | |
| 1 x RGB LED Module | 1 | |
| 1 x SMD RGB Module | 1 | |
| 1 x Two-color LED Module | 1 | |
| 1 x Mini two-color Module | 1 | |
| 1 x Magnetic Spring Module | 1 | |
| 1 x Mini Reed Switch Module | 1 | |
| 1 x Heartbeat Module | 1 | |
| 1 x 7 Color Flash Module | 1 | |
| 1 x Laser EMIT Module | 1 | |
| 1 x Button Module | 1 | |
| 1 x Shock Module | 1 | |
| 1 x Rotary Encoders Module | 1 | |
| 2 x Light Cup Module | 1 | |
| 1 x Hydrargyrum-Switch Module | 1 | |
| 1 x Tilt-Switch Module | 1 | |
| 1 x Photo-Resistor Module | 1 | |
| 1 x Temp and Humidity Module | 1 | |
| 1 x Analog Hall Module | 1 | |
| 1 x Hall Magnetic Module | 1 | |
| 1x 18B20 Temp Module | 1 | |
| 1 x Analog Temp Module | 1 | |
| 1 x IR Emission Module | 1 | |

| | | |
|---|---|---|
| 1 x IR Receiver Module | 1 | |
| 1 x Tap Module | 1 | |
| 1 x Light Blocking Module | 1 | |
| special carry bag | 1 | |

**4. ARDUINO- Study Kit - or Equivalent**

| Features | Minimum Requirements | Offered Specs, to be Filled by the Bidder |
|---|---|---|
| R3 Controller Board | 1 | |
| LCD1602 Module (with pin header) | 1 | |
| 8*8 Dot-matrix Display | 1 | |
| Servo Motor | 1 | |
| Stepper Motor Driver Board | 1 | |
| Stepper Motor | 1 | |
| RFID module | 1 | |
| RFID card | 1 | |
| RFID key | 1 | |
| Clock Module | 1 | |
| Temperature and Humidity Sensor | 1 | |
| Soil humidity sensor | 1 | |
| Joystick module | 1 | |
| Relay module | 1 | |
| PIR Movement sensor | 1 | |
| Analog Gas Sensor | 1 | |
| Flame sensor | 1 | |
| Three Axis Acceleration Module | 1 | |
| Temp Sensor | 1 | |
| IR receiver | 1 | |
| IR remote control | 1 | |
| distance sensor | 1 | |
| Buzzer (active) | 1 | |
| Buzzer (passive) | 1 | |
| Large button switch | 4 | |
| Ball tilt sensor | 2 | |
| Photoresistor | 3 | |
| LED – Blue | 5 | |
| LED – Red | 5 | |
| LED – Yellow | 5 | |
| LED – RGB | 1 | |
| 220 Ω resistor | 8 | |
| 10K Ω resistor | 5 | |
| 1K Ω resistor | 5 | |
| Potentiometer | 1 | |
| IC 74HC595 | 1 | |
| 7-Segment Display | 1 | |
| 4-bit 7-segment Display | 1 | |
| Pin headers | 40 | |

| | | |
|---|---|---|
| Tie-points Breadboard | 1 | |
| Female to male Jumper Wires | 10 | |
| Jumper Wire | 30 | |
| 6-cell AA Battery pack | 1 | |
| USB cable | 1 | |
| CD | 1 | |
| special carry bag | 1 | |

# FORM OF CONTRACT

## Basic Equipment for Maker-Spaces for Batumi Tech Park,

## Kaspi and Gurjaani ICs

THIS AGREEMENT number **GE-GITA-174917-GO-RFQ-II** made on_____,_____2020, between Georgia's Innovation & Technology Agency LEPL (GITA) (hereinafter called "the Purchaser") on the one part and_____(hereinafter called "the Supplier") on the other part

WHEREAS the Purchaser has invited quotation for supply of **Basic Equipment for Maker- Spaces for Batumi Tech Park, Kaspi and Gurjaani Innovation Centers** to be supplied by Supplier, viz. Contract **GE-GITA-174917-GO-RFQ-II**, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of_____(_____) Georgian Lari, including VAT, hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

   a) Form of Quotation; Term and Conditions of Supply, Technical Specification;

   b) Addendum (if applicable);

2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.

3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

## 4.  Termination

4.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

   *(i)  if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.*

   *(ii)  if the Supplier fails to perform any other obligation under the Contract; or*

   *(iii)  if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.*

(b)     In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser forany additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.2     Termination for Insolvency.

(a)     The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be

without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

4.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**Fraud and Corruption**

5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

**6. Inspections and Audits**

6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**Signature and seal of the Purchaser:**
FOR AND ON BEHALF OF

_____
Mr. Avtandil Kasradze
Chairman of GITA

**Signature and seal of the Suppler:**
FOR AND ON BEHALF OF

_____
Name of Authorized Representative