

Contract #GE-GITA-71541-GO-RFQ-1

Supply of Telavi RIH, Akhmeta CIC and Rukhi CIC with Uninterruptible Power Supply (UPS)

THIS AGREEMENT number **GE-GITA-71541-GO-RFQ-1** made on September 25, 2018, between Georgia's Innovation & Technology Agency LEPL (GITA) (hereinafter called "the Purchaser") on the one part and "SES Ltd." (hereinafter called "the Supplier") ID No: 406233400, on the other part,

WHEREAS the Purchaser has invited quotation for **Supply of Telavi RIH, Akhmeta CIC and Rukhi CIC with Uninterruptible Power Supply (UPS)** to be supplied by Supplier, viz. Contract **GE-GITA-71541-GO-RFQ-1**, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of GEL 17,700.00 (Seventeen Thousand Seven Hundred) 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 for any 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.

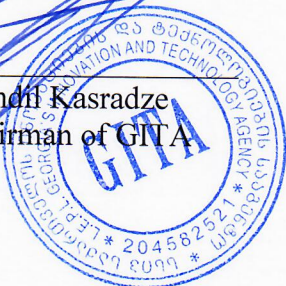
6. Inspections and Audits

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).

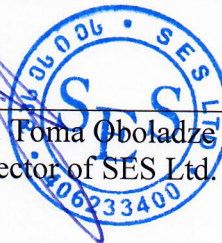
Signature and seal of the Purchaser:
FOR AND ON BEHALF OF

Mr. Avtandil Kasradze
Acting Chairman of GITA



Signature and seal of the Supplier:
FOR AND ON BEHALF OF

Mr. Tonia Oboladze
Director of SES Ltd.



FORM OF QUOTATION

September 17, 2018

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

We offer to execute the supply of **Supply of Telavi RIH Akhmeta CIC and Rukhi CIC with Uninterruptible Power Supply (UPS), #GE-GITA-71541-GO-RFQ**, in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of **Seventeen Thousand Seven Hundred Only (17,700.00 Only)** Georgian Lari, including VAT. We propose to complete the delivery of Goods described in the Contract within a period of **20 (Twenty)** 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: **Toma Oboladze – Managing Director (Mob# 555405810)**

Name of Supplier : **SES Ltd (406233400)**

Address : **Off#B226, Qarvasla Mall, t. Dadiani str. #7, Tbilisi, Georgia**

Phone Number : **032 2905676**

Terms and Conditions of Supply

Project Name: National Innovation Ecosystem Project (GENIE)

Project Number – P152441

Purchaser: Georgia's Innovation & Technology Agency LEPL

Addresses:

- Telavi, Rustaveli Ave, #11 Regional Innovation Hub
- Akhmeta, Chanturia str. #1, Innovation Center
- Zugdidi Municipality village Rukhi, Trade Center Building, Innovation Center

Package No. #GE-GITA-71541-GO-RFQ-1

1. Prices and Schedules for Supply

Item No	Description of Goods	Quantity	Unit Price (includes all taxes, VAT, customs, duties, inland transportation and insurance) GEL	Total Price at final destination (includes all taxes, VAT, customs, duties, inland transportation and insurance) GEL	Delivery Date	Location and Distribution
1	NETPRO11H (UPS) 3 KVA (72VDC)	10	<u>1,770.00</u>	<u>17,700.00</u>	20 calendar days from contract signature	<ul style="list-style-type: none">• Akhmeta 2 units• Telavi 6 units• Rukhi 2 units
Total:				<u>17,700.00</u>		

Warranty: Goods offered should be covered by 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 **30 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) invoice (in accordance with Georgian legislation);
 - (iv) VAT invoice, if necessary.
8. Payment for your invoice will be made as follows:
- a) payment will be made 100% on acceptance of the goods;
9. Warranty: Goods should be covered by warranty for 24 months from the date of delivery to the Purchaser.
10. Packaging and Marking Instructions: 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. Defects: 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. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that it's 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. Required Technical Specifications – please refer to **Annex #1 – Technical Specifications**.
Supplier confirms by signature, that agrees abovementioned Terms and Conditions of Supply

NAME OF SUPPLIER

SES Ltd.

Authorized Signature

Place:

Date



ANNEX 1 - Technical Specifications

<u>Uninterruptible Power Supply (UPS)</u>	<u>Minimum requirements</u>
Input Wiring	L+N+PE
Rated Voltage	220/230/240VAC
Input Voltage Range	110-300VAC
Input Frequency Range	40-70Hz
Input Power Factor	0.99 or compatible
Input Rated Voltage	220/230/240VAC
Input Voltage Range	174-264VAC
Input Frequency Range	47-53Hz / 57-63Hz
Standard	>5 minutes @ 80% load Backup Time or compatible
Output Wiring	L+N+PE
Output Connections	6 X IEC C13 + 1 X IEC C19 or compatible
Rated Voltage	220/230/240VAC $\pm 1\%$
Output Frequency	Tracking the bypass input (Normal mode); 50/60Hz \pm
Output Power Factor	0.8 or compatible
Waveform	Sinewave, THDv < 3% or compatible
System Efficiency	90% $\pm 5\%$
Overload Capacity	$\leq 110\%$ overload for 10 minutes; $\leq 130\%$ overload for 1
Storage Temperature	-40 to +70°C (battery: -20 to +40°C)
Relative Humidity	0%-95% RH (no condensation)
Audible Noise	<50dB ± 10 db
Communications	USB&RS232 (optional RS485/Dry contact/SNMP)

Notes:

1. When range is given, product specification as a minimum shall fall within this indicated range;
2. When specifications indicate brand or technology, similar or equivalent also meets requirement.

