

Georgian National Communications Commission (hereinafter the Purchaser), represented by its Chairman Mr.Vakhtang Abashidze, on the one hand, and, \_\_\_\_\_ (hereinafter the Service Provider) represented by its \_\_\_\_\_, on the other hand, on the basis of the Law on State Procurement and the Tender Proposal offered by the Service Provider as a result of conducting the Electronic Tender conclude the present Agreement on the following:

### **1. Definition of terms used in the agreement**

- 1.1. "Agreement on State Procurement" (hereinafter the Agreement) - the present Agreement made between the Purchaser and the Service Provider, signed by the parties, with all enclosed documentation;
- 1.2. "Value of the Agreement" -total amount to be paid by the Purchaser to the Service Provider for full and accurate fulfillment of contractual obligations;
- 1.3. "Day", "Week", "Month"- calendar day, week, month;
- 1.4. "Purchaser" – organization implementing the procurement;
- 1.5. "Service Provider" – provider of services in the scope of this agreement;
- 1.6. "Services" – subject of the agreement as specified in Article 2 therein.
- 1.7. "Technical assignment" – Technical assignment of the Tender Document to be attached to the agreement as its integral part.

### **2. Subject of the Agreement**

- 2.1. Consultancy service– provision of consultancy service and develop a Long Run Incremental Cost (LRIC) model for NGA and NGN based wholesale services and broadband rates.
- 2.2. Description of services provided by the agreement shall be given in the Technical Assignment of this Tender Document.

### **3. Value of the Agreement**

- 3.1.Total value of the Agreement shall amount to \_\_\_\_\_
- 3.2. Total value of the Agreement shall include all costs of the Service Provider related to the services under this Agreement and all taxes payable under the Georgian legislation.
- 3.3. Payment under this Agreement shall be made by the Purchaser's own funds. The total value of the agreement shall include the Tender price (bid) offered by the winner of the Tender plus all taxes prescribed by the Georgian legislation, that shall be paid by the Purchaser;

#### **4. Form and terms of payment**

4.1. Payment to the Service provider shall be made by bank transfer in local or foreign currency. For non-residents Payment can be made in Euros or in USD (preferably by service provider) equivalent amount of Gel indicated in the contract, exchange rate by the day of payment according to national bank of Georgia ([www.nbg.gov.ge](http://www.nbg.gov.ge))

4.2. Payment to the Service Provider shall be made on the basis of a final Act of Acceptance upon full completion of services under this Agreement and submission of an appropriate invoice.

4.3 Advance payment shall be made only two-times and shall not be more than 60 % of contractual price. First advance payment at amount of no more than 20 % of contractual price shall be executed after signing of agreement and second advance payment at amount of no more than 40 % of contractual price shall be executed within 10 days after providing of draft deliverables. Advance payment under the agreement shall be secured by equal amount unconditional and irrevocable bank guarantee. guarantee must be submitted to the purchaser not later than 15 (fifteen) working days after signing the respective Agreement, hard copy of the guarantee should be mailed to purchaser in short order. Only after handling the original of the bank guarantee purchaser is authorized to make pre-payment, otherwise consignment payment will be made. Validity term of the guarantee shall exceed the term of the respective Agreement at least by 1 month. The remaining 40% of contractual price will be paid within 15 days after sign of act of acceptance.

#### **5. Rule of service delivery-acceptance**

5.1 After full completion of services the Service Provider shall submit to the Purchasert he Act of Acceptance.

5.2. Services shall be deemed fully completed as of the date of signing the final Act of Acceptance.

5.3. Person Authorized for signing the Act of Acceptance on behalf of the Purchaser shall be designated for the date of signing of the Agreement.

5.4. Within two weeks after service provided by the supplier in accordance with annex 2 assignment execution timeline intermediate act of acceptance shall be signed by the parties. 5.5. Signing of Intermediate act of acceptance does not result in the purchaser's liability for payment.

#### **6. Place and term of provision of services**

6.1. The place of provision of services shall be the Purchaser's and/or Service Provider's -----

6.2. Provision of services shall end not later than -----

#### **7. Rights and responsibilities of the parties**

7.1. The Purchaser shall have the right:

a) to perform at any time inspection of work and quality of the work to be performed by the Service Provider;

b) to request necessary documents from the Service Providerbefore completion of services.

7.2. The Purchaser shall be responsible:

- a) to reimburse the cost of services rendered by the Service Provider in accordance with the terms and conditions of this Agreement;
- b) to designate a representative to supervise the working process, and provide appropriate information and consultations to the Service Provider, if required.

7.3. The Service Provider shall be entitled to request from the Purchaser reimbursement of services in accordance with the terms and conditions of the Agreement.

7.4. The Service Provider shall be responsible:

- a) to provide services of adequate quality and in full volume within the term specified in paragraphs \_\_\_\_ of the Agreement;
- b) to ensure provision of services in accordance with the Technical Assignment;
- c) to observe confidentiality of documentation handed over to him by the Commission;
- d) to submit to the Purchaser final work (report) in electronic format after full completion of services.

### **1. Inspection of contractual obligations**

8.1 Inspection of contractual obligations of the Service Provider shall be carried out by a person duly authorized by the Purchaser for the moment of signing this Agreement.

8.2. Inspection shall mean- control of terms and conditions of the work of the Service Provider, as well as the quality of rendered services.

8.3. All costs related to elimination of any identified faults or inconsistencies shall be born by the Service Provider as prescribed by the Georgian legislation.

### **2. Penalty for non fulfillment**

9.1. In the event of delay in the fulfillment of contractual obligations the party will be charged with a penalty in the amount of 0,1% of the value of unfulfilled obligation for each day of delay.

9.2. If the total amount of the imposed penalty exceeds 10 (ten) percent of the total value of this Agreement, the Purchaser shall have the right to terminate the Agreement and request from the Service Provider reimbursement of the penalty amount due for the date of termination of this Agreement.

9.3. Payment of the penalty shall not relieve the party from fulfillment of his principal obligations.

### **3. Amendment and termination of the Agreement**

10.1. Any amendment or addition to this Agreement shall be made only in a written form upon mutual agreement of the parties.

10.2. Changing of the terms and conditions of this Agreement, including the price, is inadmissible, if these changes cause increase in the price of the total value of the Agreement or are worsening the conditions for the Purchaser, except in cases provided for by Article 398 of the Civil Code of Georgia. The terms and conditions of the Agreement may be revised in accordance with the procedure established by the Georgian legislation.

10.3. If circumstances specified by Article 398 of the Civil Code of Georgia should occur, increase in the total value of the Agreement for more than 10(ten) percent shall be inadmissible.

10.4. If any of the parties fails to fulfill the terms and conditions of this Agreement, other party shall be entitled to make the decision on termination of the Agreement unilaterally.

10.5. The party shall be responsible to notify the other party in written or through electronic communication means about the decision made under paragraph 10.4 above no less than 5 calendar days earlier.

10.6. The Agreement may be terminated also at the parties' discretion based on mutual agreement.

**4. Force-majeure**

11.1 The parties shall be released from responsibility for nonfulfillment of contractual obligations if this is caused by effects of force-majeure. If such circumstances should occur, the party shall be responsible to notify the other party about the impossibility of fulfillment of assumed responsibilities.

11.2 If any of the parties cannot perform his obligations under this Agreement due to the force-majeure conditions, the party shall be responsible to notify the other party immediately (but not later than the next calendar day) about the occurrence and/or completion of such circumstances, otherwise the relevant party shall not be relieved from assumed responsibilities.

11.3 Responsibilities and obligations of the parties shall be resumed upon completion of the effect of force-majeure circumstances.

**5. Resolution of disputes**

All disputes that may arise during the validity term of this Agreement shall be resolved by mutual agreement between the parties. If the agreement cannot be reached, the parties may appeal to the court for resolution of disputes in accordance with the effective legislation of Georgia.

**Validity of the Agreement**

The Agreement shall come into force on the above indicated date and shall remain in effect through-----.

Purchaser:

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Service Provider:

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