

Contract NOI-122204 on State Procurement

22nd December,

2016

LEPL National Environmental Agency (hereinafter referred to as "the Purchaser"), represented by its Acting Head Tamar Bagratia, on the one hand, and Enviro Technology Services (hereinafter referred to as "the Supplier"), represented by its Director Mike Webley, on the other hand, on the basis of Article 101, point 3, sub-point "d" of the Law of Georgia on State Procurement and Decree #2354 of the Government of Georgia (11.11.2016), are concluding the present Contract on State Procurement by means of simplified procurement on the following:

1. Definition of Terms

The terms used in the present contract have respective meanings set forth below:

- 1.1 "Contract on State Procurement" (hereinafter referred to as "the Contract") - means a contract concluded between purchasing organization and supplier, which is signed by parties, and all attached documents and annexes and all documentation stipulated in the contract.
- 1.2 "Contract Price" means total cost that the purchaser organization should pay to the supplier for full and duly fulfillment of its obligations set in the contract.
- 1.3 "Purchaser Organization" (hereinafter referred to as "Purchaser") means organization, which carries out procurement.
- 1.4 "Supplier" means entity, which supplies goods in the framework of the present Contract on State procurement.
- 1.5 "Day", "Week", "Month" means a calendar day, a calendar week, a calendar month.

2. The Subject of the Contract

The Subject of this Contract is procurement of 1 (one) unit of atmospheric air pollution monitoring mobile station (CPV-34144000 - Special Vehicle Left Hand Drive)

3. Contract Price

- 3.1 The cost of the Contract amounts to 96800.00 (Ninety six thousand eight hundred) GBP equivalent in National Currency - GEL according to the exchange rate established by the National Bank of Georgia for the day of payment including all expenses and costs prescribed by Georgian legislation and connected to the delivery of the subject matter of the procurement.
- 3.2 The total cost of Contract includes all expenses related to the delivery of the subject matter of the procurement and costs prescribed by Georgian legislation

4. Rules of Payment

- 4.1 The payment shall be done in GBP equivalent in National Currency - GEL.
- 4.2 Form of payment - cashless payment.
- 4.3 Source of financing: Own sources of LEPL National Environmental Agency.
- 4.4 The payment shall be done not later than 10 days after signing of the Delivery Acceptance Certificate regarding delivered goods.
- 4.5 If requested by the Supplier, the advance payment shall be done in an amount of no more than 90% of the cost of the contract, on the basis of the bank guarantee presented by the Supplier (issued by banking institution; expiration period of such bank guarantee shall exceed product delivery deadline by one month).

5.Contract Performance Control

- 5.1 The Purchaser is authorized to exert technical control of the delivered goods in order to ascertain compliance with technical specifications provided in the present Contract.
- 5.2 The Supplier is authorized to attend the process of inspection.
- 5.3 The Supplier is obliged to supply the Purchaser with technical mean necessary for carry out of the control (inspection).
- 5.4 Inspection from the side of the Purchaser shall be carried out by the the staff member of Material-Technical Provision Division of LEPL National Environmental Agency.

6.Conditions of Product Delivery

- 6.1 The subject of procurement to be supplied shall comply with specifications stated in article 2 and Annex 1 of present Contract.
- 6.2 Delivery of the subject of procurement shall be done no later than March 30, 2017.
- 6.3 The Supplier is obliged to deliver goods free of material defects and defects of title.
- 6.4 The Supplier is obliged to deliver the goods by its own expenses to the Enviro Technology loading bay area unless the contract is changed at a later date to a delivered to Georgia address that has been given as a separate quotation. Terms of delivery: DAT (Incoterms 2010).

7.Acceptance-delivery procedures of the object of procurement

Delivery and acceptance of the object of procurement shall be accomplished by signing of Delivery Acceptance Certificate by authorized representatives of the Supplier and the Purchaser. From the Purchaser's part the Delivery Acceptance Certificate will be signed and delivery will be approved by the Head of Material Technical Provision Division of LEPL National Environmental Agency.

8.Responsibility

- 8.1 In case of delay or failure in fulfillment of obligations under the Contract, the Supplier shall be imposed payment of the penalty in an amount of 0.1% of the total cost of the Contract for each overdue day.
- 8.2 In case if total amount of penalty imposed for delay exceeds 3% of Contract cost, the Purchaser shall be entitled to cancel this Contract unilaterally.
- 8.3 Payment of penalty does not release the Supplier from the fulfillment of its basic liabilities.

9.Contract Duration

This Contract shall be valid from the date of its signing and shall remain in effect until May 1, 2017.

10.Changes to the Contract

- 10.1 Any changes to the Contract provisions shall be done in the form of an amendment, which will constitute integral part of the Contract.
- 10.2 If for any unforeseeable reason it becomes necessary to make changes the Contract provisions, the initiator of such changes is obliged to inform the other party the respective information.
- 10.3 Any change, which will cause increasing of Contract cost or worsening conditions for the Purchaser, is inadmissible except cases considered by Article 398 of the Civil Code of Georgia.

11.Termination of the Contract

The Purchaser is authorized to terminate the Contract if:

- 11.1 The Supplier cannot supply goods or part of goods within period stipulated by the Contract or period prolonged by the Purchaser.
- 11.2 The Supplier cannot fulfill any obligations envisaged by the Contract.
- 11.3 If the Purchaser becomes aware that he/she cannot fulfill obligations undertaken under the Contract due to independent from him/her reasons.

- 11.4 In case of bankruptcy of the Supplier.
- 11.5 In case of mutual written agreement between the parties.
- 11.6 In other cases provided by Georgian legislation.

12. Force-majeure

- 12.1 Non-fulfillment of the Contract terms by any party to the Contract will not serve as basis for penalty application if delay of the contract or non-fulfillment of obligations is the result of force-majeure circumstances.
- 12.2 For the purposes of this article, "force-majeure" means circumstances that are insuperable and are beyond the parties' control, which was not attributable to error or negligence of the Purchaser and/or Supplier, and are of unforeseeable character. These circumstances can be stem from war, acts of God, epidemic, quarantine, drastic budget cuts, etc.
- 12.3 In case of force-majeure, the Contractor party, for whom it is impossible to fulfill undertaken obligations, shall send a written notice to the other party about such circumstances and the causing reasons in 3 days. If notifying party does not receive written response from the other party, he/she shall continue fulfillment of the undertaken obligations at his/her own discretion, purposefulness and ability and tries to find alternative methods independent from the influence of force-majeure circumstances.

13. Dispute Resolution

All disputes which may arise during the Contract duration shall be settled via mutual agreement. If the dispute cannot be settled through mutual agreement, the parties are authorized to apply to the court pursuant to current legislation of Georgia.

14. Transfer of Rights

Without prior written confirmation of the Purchaser, the Supplier may not transfer all or part of its obligations to the third party.

15. The Contract Language

The Contract is made in Georgian language. In case the second party to the Contract is representative of foreign country, the second copy will be translated into language acceptable for that party. The Georgian version of the Contract shall be the governing and prevailing version and any interpretation of this Contract shall be based thereon. All written negotiations and other documentation, exchanged between the parties, shall comply with the above-mentioned conditions.

16. Notifications

- 16.1 Any notification sent by one party to the other in compliance with this Contract shall be sent in form of letter, email or fax, to the following addresses: E-mail of the Purchaser: ikajeiran@gmail.com, arabidzemarine0@gmail.com ; E-mail of the Supplier: sales@et.co.uk.
- 16.2 Notification comes in force upon its receipt by the Addressee or on the date established for enactment of the notification, considering which of these dates comes later.

17. Fees and Taxation

The Purchaser is responsible for payment of all taxes, fees or other duties prescribed by Georgian legislation, unless otherwise provided by present Contract.

18. Additional Provisions

- 18.1 This Contract is executed in 3 (three) copies in English language, each having equal legal force and kept by the signatory parties (one copy by the Supplier and two copies by the Purchaser). All written correspondence related to the Contract shall be done in English language.

18.2 All changes and/or additions to the Contract must be done only in written form, on the basis of agreement between the parties, in the form of additional agreement to the Contract, which will have the same legal effect as the present Contract.

The Purchaser:

LEPL National Environmental Agency
Address: 150 D. Agmashenebeli Ave., Tbilisi, Georgia
ID code: 204559691
Receiver Bank: State Treasury
Name of receiver: Joint Account of Treasury
Bank Code :TRESGE22
Tel: +995 32 243 95 45

The Supplier:

Enviro Technology Services
Address: Kingfisher business park, London, Road
Stroud, Gloucestershire, GL5 2BY UK
Company Reg. no: 1726773
Tel +44 (0) 1453 733200
Fax +44 1453 733201
Clydeslade Bank
5Northgate street
Gloucester
GL1 2 AH
Account No 10022177
Sort Code 82-66-27
Account Name: Enviro Technology Services
IBAN: GB25CLYD82662710022177
BIC CLYDGB21627
VAT no: GB 448 4321 46

Tamar Bagratia
Head



Mike Webley
Director



APPENDIX 1 to the Contract N01-121901 on State Procurement dated on December 22nd, 2016

Item	Description	Qty	List Price GBP £	Discounted Price £
1	<p>Equipment</p> <p>ET T204 NO/NO2/NOx/O3 analyser to include:</p> <p>Ranges: 0-50ppb to 0-20ppm (NO/NOx) please specify ppb or ppm single range on purchase order 0-50ppb to 0-100ppb (O3) please specify ppb or ppm single range on purchase order External pump Particulate filter Power 240V 50Hz Product manual on CD Options Specify Range #2 0-X PPB OR PPM (for auto or dual range) Analogue outputs consisting of: 5V STD, 10V, 1V, 100MV or 4-20mA (Please specify each for NOx, NO, NO2 & O3) (Notice 4-20mA at additional cost and limited to three channels)</p>	1	£20000-00	
	<p>ET T100 UV Fluorescent real-time SO₂ analyser to include:</p> <p>Internal large capacity data storage Suitable for urban, roadside & kerbside monitoring Full microprocessor control Comes with NumaView™ software: Powerful on-board analyser data logging and front panel display software. Capability to display concentration and diagnostic data in graphical and numerical formats, both real time and historical. Sophisticated triggers for initiating data logging, including periodic and conditional. View data directly on the display over a selected period of time.</p> <p>AEA NETCEN approved for use on the UK AURN Network MCERTS Approved US EPA approved reference method Compliant to ISO 10498 & CEN EN 14212:2003 Approved to EN15267</p>	1	£11825-00	
	<p>ET T300 Gas Filter Correlation CO Analyser to include:</p> <p>Microprocessor control Internal large capacity data storage Internal pump Particulate Filter Comes with NumaView™ software: Powerful on-board analyser data logging and front panel display software. Capability to display concentration and diagnostic data in graphical and numerical formats, both real time and historical. Sophisticated triggers for initiating data logging, including periodic and conditional. View data directly on the display over a selected period of time.</p> <p>AEA NETCEN approved for use on the UK AURN Network MCERTS Approved US EPA approved reference method Compliant to ISO 10498 & CEN EN 14626:2003 Approved to EN15267</p>	1	£11975-00	

<p>Model ES642 Remote Particulate Monitor. Optical sensor in weatherproof case used to continuously monitor, detect & measure particulate concentration up to 100 milligrams per cubic meter. Comes standard with an out-door inlet for TSP measurement. Unit does <u>not</u> include any logging or power source. Screen displays Conc, Temp, Baro and Flow rate. Serial output only shows concentration and error code if one exists. Analogue output gives a voltage representation of concentration. With Manual & calibration Certificate</p> <p>Note: Datalogged with 566 datalogger</p>	1	£4400-00	
<p>Model ES642 Remote Particulate Monitor. Optical sensor in weatherproof case used to continuously monitor, detect & measure particulate concentration up to 100 milligrams per cubic meter. Comes standard with an out-door inlet for PM10 measurement. Unit does <u>not</u> include any logging or power source. Screen displays Conc, Temp, Baro and Flow rate. Serial output only shows concentration and error code if one exists. Analogue output gives a voltage representation of concentration. With Manual & calibration Certificate</p> <p>Note: Datalogged with 566 datalogger</p>	1	£4675-00	
<p>Model ES642 Remote Particulate Monitor. Optical sensor in weatherproof case used to continuously monitor, detect & measure particulate concentration up to 100 milligrams per cubic meter. Comes standard with an out-door inlet for PM2.5 measurement. Unit does <u>not</u> include any logging or power source. Screen displays Conc, Temp, Baro and Flow rate. Serial output only shows concentration and error code if one exists. Analogue output gives a voltage representation of concentration. With Manual & calibration Certificate</p> <p>Note: Datalogged with 566 datalogger</p>	1	£4670-00	
<p>ET Digital RS232 Code Operated Switch for integration / communications with analysers and sensors to include: 4 port RS232 code operated switch RS232 cables and accessories</p>	1	£250-00	
<p>PC, Printer & Software comprising: Model 3300 (or equivalent) SFF Intel Pentium G620 3GB 300GB Win7Pro 64-bit 1-1-1 Wty HP Compaq LCD display; 22" LCD TFT 1280x1024 5MS 1000:1 250CD-M2 HP Promo USB Standard Keyboard HP Officejet 4500 wireless MFP (or equivalent) Printer Modem Enviro Technology EnviMan ComVisioner & Reporter Software LT Version Automatic or manual data collection over RS232 cable, telephone landline or GSM cellular telephone Production of a wide range of statistics and graphical presentations</p>	1	£4950-00	

2	<p>Ford Transit Connect S L2 Panel Van 1.6L 95PS Frozen White Payload 1003kg Diesel Fuel conversion to include:</p> <p>Coach fitting of internal cargo section Solid bulkhead between driver compartment and cargo section Power inverter unit (24VDC-230VAC) 2kW LPG Generator and fuel tank (with exhaust towards rear fuel tank for approximately 3 hours operation) 1kW roof mounted air conditioning unit 2 x 100Ah leisure batteries to cover power switchover from generator to mains. Mains plug in capability 3 x additional twin 13A sockets (220-240VAC) along opposite of cargo area Weatherproof blank able glands for sampling inlets and signal cables</p>	1	£40725-00	
3	<p>25U high professional 19" instrumentation rack (open-sided) with 4 x sliding shelves and power distribution socket for the housing of:</p> <p>All of the equipment listed in item 1.</p>	1	Inc in Item 2	
4	<p>Electrically operated 6m pneumatic met mast</p>	1	Inc in Item 2	
5	<p>AIO (All in one met station) consisting of:</p> <p>Ultrasonic 2D Wind Speed and Wind Direction Sensor Temperature Sensor Relative Humidity Sensor Barometric Pressure Sensor</p>	1	£6365-00	
	<p>Automet DataLogger Weatherproof:</p> <p>The 566 data logger acquires, displays, logs, alarms and transmits critical met data, (wind speed, direction, temp, humidity, BP, Solar radiation, rain) 433 days of storage capacity at one hour intervals. Up to 8 analog inputs, two can be configured as counters, one rain gauge channel, and one wind sigma calculation can be connected simultaneously. One digital digital serial sensor input. Digital outputs: RS232 for computer or modem connection, RS232 for printer or computer connection. USB for computer connection. Analog outputs: 12, 16 bit, 0-5v analog outputs-scalable to 1 or 2.5. 2 Alarm Channels available with no relay contacts (max power 24vdc @ 12vdc with display off, 125mA @12 vdc display on.</p>	1		
6	<p>ET Project management time and labour costs</p>	1	FOC	

7	Calibration Gases		£4580.00
	L10 size Cylinder of NO 450ppb calibration span gas and stainless steel regulator	1	
	L10 size Cylinder of SO2 450ppb calibration span gas and stainless steel regulator	1	
	L10 size Cylinder of CO 20ppm calibration span gas and brass regulator	1	
	Zero Air Cannister	1	
	Export Crating of the gas cylinders to international standard EU Timber Regulation (EU 995/2010) using wooden crates		£91220.00
	Total Price of Items 1 to 7:		
8	One Year Expendables Kits		
	One Year Expendables Kit for T204 analyser includes:	1	
	AKIT, GASKETS, WINDOW, (12)	1	
	AKIT, TFE FLTR ELEMENT, 47MM, 5 or 1UM (Pk of 25 or 30)	1	
	AKIT, DESSICANT BAGGIES, (12)	1	
	AKIT, CH-4, 3 REFILLS	1	
	FILTER, SS	4	
	FILTER, DPU	1	
	SPRING	4	
	ORING, 2-011V FT10	2	
	ORING, 2-012V	2	
	ORING, 2-006 CV-75	8	
	One Year Expendables Kit for T100 analyser includes:	1	
	AKIT, TFE FLTR ELEMENT, 47MM, 5 or 1UM (Pk of 25 or 30)	1	
	Dessicant bags (Pk of 12)	1	
	S/S Fiter	2	
	Spring	4	
	O-Ring, flow Control	1	
	Pump rebuild kit for KNF-N811 pump 07748xxxxx	1	
	One Year Expendables Kit for T300 analyser includes:	1	
	AKIT, TFE FLTR ELEMENT, 47MM, 5 or 1UM (Pk of 25 or 30)	1	
	S/S Fiter	1	
	Spring	2	
	O-Ring Flow Control	1	
	Pump rebuild kit	1	
	One Year Expendables Kit for E5642 includes:	3	
	580302 Fiter 0.2u	2	
	580345 Fiter 5u	2	
	9049-3 Airflow sensor	1	
	80949 E5642 pump	1	
	Total Price of item 8:		£3630.00
9	Training in the UK		£1950.00
	Training to cover local site operation, calibration & maintenance of the monitoring equipment and use of the software. This will involve one ET Engineer over 3 days Note: Price excludes economy return air fares, transport from arrival airport to Stroud & return, transport from local hotel to ET Offices for training days, local hotel in Stroud, subsistence consisting of breakfast, lunch and evening meal.		

The Purchaser:

LEPL National Environmental Agency

Tamar Bagratia
Head



The Supplier:

Enviro Technology Services

Mike Webley
Director

