

Agreement on state procurement № 193/2017

Riga

„30 “ „June“, 2017

Between: The LEPL-National Food Agency of the Ministry of Agriculture of Georgia hereinafter referred to as NFA represented by Head of the Agency Zurab Chekurashvili on the one part, and Institute of Food Safety, Animal Health and Environment „BIOR“, represented by its Director Aivars Bērziņš. Basing on the Sub-point D, point 3, Article 10¹ Georgian Law on State Purchases, based on Georgian Government Decree 1276 by 22th of June 2017 (SMP170001457) Conclude the present agreement for following:

1. The terms to be used in this Agreement shall have the following meaning:

- 1.1. “Agreement on state procurement” (hereinafter referred to as – agreement) – between buyer and provider, which is signed by both parties, with all enclosed documents.
- 1.2. “Service” – subject of the agreement determined in the second article of these agreement.
- 1.3. “Technical specification” means listing of research samples amount, parameters and prices given in annex N1.
- 1.4. “Buyer organization” (hereinafter referred to as – “buyer”) – organization (institution), which carries out purchase.
- 1.5. “Service Provider” – Legal entity or physical person, which signed this agreement with buyer about providing service.
- 1.6. “Contractors” – parties who signed this agreement.
- 1.7. “Sum of the agreement” – total sum which must be paid by the buyer organization to get full and punctual service from service provider, as it is laid down in this agreement.
- 1.8. “Day”, “week”, “month” means calendar day, week, month.

2. Subject of the agreement

- 2.1. Subject of the agreement is purchase of service of laboratory research of samples of honey (CPV73111000)
- 2.2. “Buyer” orders and the “Service Provider” undertakes, with his own resources, materials, and technical means to carry out the laboratory services on determination of substances in samples of honey, accordingly to technical specifications laid down in annex 1.

3. Law applicable and language of the agreement

- 3.1. Law of the European Union shall apply in all matters not covered by the provisions of the agreement.
- 3.2. The agreement and all written communications between the Contractors will be drafted in English language.

4. Prices and total sum of the agreement

- 4.1. The total sum of the Agreement is EUR 38912 (thirty eight thousand nine hundred twelve euro), VAT is not included.
- 4.2. The Price of separate Analysis (per one sample) is specified in the Technical Specification.

4.3. Agreement is financed by 2017 state subprogram – Food Safety State Control.

5. Terms of performance

5.1. Samples shall be delivered to buyer at the buyer's cost.

5.2. The results of Analysis shall be drawn in Test Report, hereinafter referred to as Report, in accordance with the requirements set out in ISO 17025.

5.3. After finishing the research and signing the Report the Service Provider must send the Report to the buyer immediately via email to the following addresses: mariam.gordadze@nfa.gov.ge; rusudan.janiashvili@nfa.gov.ge and rusudan.tsiklauri@nfa.gov.ge.

5.5. The information will be considered as delivered after sending the confirmation email by the buyer.

5.6. The delivery of the Services Contractors execute by signing the Acceptance Certificate.

5.7. Service must be provided until the 31th of December, 2017.

5.8. The control on the fulfilment of the Agreement on state purchases will be carried out by the group defined by buyer.

6. Invoicing and payment

6.1. Invoiced sums shall be indicated in Euro.

6.2. The buyer makes payment in accordance of the delivered Services after signing the Acceptance Certificate during 10 (ten) days from the date of signing.

7. Termination of the agreement

7.1. The Agreement enters into force from the moment of its signing and is valid till 1 February 2018.

7.2. Early termination of the Agreement is possible under the written agreement of the Contractors.

7.3. The Service Provider may, after giving 14 days' notice to buyer, terminate the agreement if buyer fails to pay the Service Provider the amounts due after expiry of the deadline stated in Articles 6.

7.4. Termination of this agreement shall not affect:

7.4.1 Any obligation or liability of any Contractor which has accrued at the date of termination; or

7.4.2. Any of the provisions of the agreement which are intended to continue to have effect after the agreement has been terminated.

8. Guarantee

8.1. Service provider undertakes an engagement to buyer, that it will provide service in any case, by reasonable measures, in compliance with scientific practice, also on the bases of its own abilities and experience.

8.2. "Service provider" guarantees that it will use accredited method (ISO or an equivalent method)

8.3. "Service provider" guarantees that it will correct outcome of inappropriate service or part of service without any additional expenses from "buyers" side.

9. Force majeure

Without prejudice to any other provision of the Contract, the Contractors shall not be held liable for any delay in or failure to perform any of their contractual obligations if the delay or failure is due to causes beyond Contractors' control. In this case the period of performance shall be extended for a period equal to the period of duration of such circumstances.

10. Dispute resolution

Service Provider and the buyer shall in good faith attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement.

11. Order of precedence of agreement documents

11.1. The present Agreement is binding to the successors of each Contractor.

11.2. Contractors have to inform each other in writing on the change of their legal status, address (actual and legal), means of communication or payment requisites in 3 (three) working days.

11.3. By signing of the present Agreement, Contractors confirm that they are familiar to the text of the present Agreement and agree with it.

11.4. The Agreement is executed on 3 (three) pages, in two copies, one copy to each Contractor. All the copies have equal legal force.

11.5. Appendix "Technical Specification" is attached to the present Agreement and forms its integral part.

12. Addresses and bank details of the parties

The Buyer	The Service provider
LEPL National Food Agency of Ministry of Agriculture of Georgia	Institute of Food Safety, Animal Health and Environment „BIOR”
Legal address: Marshal Gelovani ave. 6, 0159, Tbilisi, Georgia	Legal address: Street Lejupes 3, Rga, LV-1076
E-mail: geronti.pruidze@nfa.gov.ge; giorgi.mamulashvili@nfa.gov.ge	E-mail: bior@bior.lv
Tel: (+995 032)291-91-67 (30*72)	Tel: +371 676 205 26
Identification code: 205 142 200	Taxpayer code: 90009235333
Bank: treasury	Bank: The Treasury
Code:220 101 222	TRELLV22
Account: 200 122 900	LV20TREL 91606 6600 01000
Head of the Agency:	Director:
 Zurab Chekurashvili	 Aivars Bērziņš



Zinātniskais Institūts "BIOR"
Pārdošanas nodaļas vadītāja
Jevgenija Makijenko



Zinātniskais institūts "BIOR"
Pārtikas un vides izmeklējumu
laboratorijas vadītājs
Yadims Bartkevičs

Technical specification

Appendix №1

#		Number of samples which must be take	28	16	12	18	18	12	104
		Research groups	A+B1	A+B2c	A+B2f	A+B3a	A+B3b	A+B3c+B3f	
		Price for research in euro per sample	298.43	512.94	349.17	342.04	446.56	330.34	
		Total sum in euro	8356.04	8207.04	4190.04	6156.72	8038.08	3964.08	38912
I		A6 Group	244.65	244.65	244.65	244.65	244.65	244.65	
1	1	Chloramphenicol	62.75	62.75	62.75	62.75	62.75	62.75	
		Nitrofurans							
2	1	furazolidone AOZ	90.95	90.95	90.95	90.95	90.95	90.95	
3	2	furaltadone AMOZ							
4	3	nitrfurazone SEM							
5	4	nitrofurantion AHD							
6	5	metronidazol MNZ	90.95	90.95	90.95	90.95	90.95	90.95	
7	6	ronidazole RNZ							
8	7	dimetriazole DMZ							
9	8	tinidazole							
II		B1 Group - Antibacterial substances	53.78	0.00	0.00	0.00	0.00	0.00	
10	1	Oxytetracycline	53.78						
11	2	Chlortetracycline							
12	3	Tetracycline							
13	4	Tylozine							
14	5	Streptomycin							
15	6	Sulfanamide							
III		B2C Group - Carbamates and	0.00	268.29	0.00	0.00	0.00	0.00	

		pyrethroids						
16	1	Deltamethrin		97.39				
17	2	bifenthrin						
18	3	esfenvalerate						
19	4	tau-fluvalinate						
20	5	Alfa-cypermethrin						
21	6	Cypermethrin						
22	7	Lambda-cihalotrin						
23	8	Mancozeb+propineb		66.38				
24	9	carbosulfan		104.52				
25	10	fenoxycarb						
26	11	iprovolcarb						
27	12	propamokarb-hydrochloride						
IV		B2F Group - Other pharmacologically active substances	0.00	0.00	104.52	0.00	0.00	0.00
28	1	Amitraz		104.52				
29	2	clotrimazole						
30	3	bromuconazole						
V		B3a Group - Organochlorine compounds	0.00	0.00	0.00	97.39	0.00	0.00
31	1	DDT and its isomers		97.39				
32	2	Hexachlorocyclohexane and its isomers						
33	3	Linadan						
34	4	Polychlorbiphenyls (PCBs)						
35	5	heptachlor						

36	6	polichlorbiphenyls						
VI		B3b group - Organophosphorus compounds	0.00	0.00	0.00	0.00	201.91	0.00
37	1	Dimethoate					104.52	
38	2	carbophos						
39	3	diazinon						
40	4	malathion						
41	5	Chlorpiryfos					97.39	
42	6	methyl parathion						
43	7	coumaphos						
VI I		B3c group - Chemical elements	0.00	0.00	0.00	0.00	0.00	25.74
44	1	Lead						25.74
45	2	Cadmium						
VI II		B3f Group - Radionuclids	0.00	0.00	0.00	0.00	0.00	59.95
46	1	Cesium-137						21.29
47	2	Strontium 90						38.66

THE TOTAL SUM OF THE AGREEMENT IS EUR 38912

Head of the Agency:



/Zurab Chokurashvili/

Director:



/Aivars Bērziņš/