

Tbilisi

23 April 2019

We, on the one hand, Legal Entity under Public Law Levan Samkharauli National Forensics Bureau (hereinafter referred to as the "Buyer"), represented by Giorgi Mumladze, Head of Economic Department, and, on the other hand, SGS Nederland BV (hereinafter referred to as the "Seller"), represented by Ronald Starink, acting on the basis of Subparagraph "D" of Paragraph 3 of Article "10" of "Georgian Law on State Procurement", the decree #2416 December 24, 2014 of Government of Georgia and on the basis of written memo (request) N6000240019 of the Head of Forensic Chemical-Narcological Department, have entered into this Contract on State Procurement as follows:

Under the agreement the Seller undertakes to provide the Buyer with the Classification (CPV) code 38900000 goods, namely, **Gasoline (iis19B05EN)** -proficiency test with the total amount of **1154.00** (One Thousand One Hundred and Fifty-four Euros and 00 Euro Cents) Euros (hereinafter referred to as the "Cost of the Contract").

**This Contract confirms the following:**

1. Terms used herein shall have the same meaning as assigned to them in the General terms and Conditions of the Contract.
2. The Seller undertakes to provide the Buyer with the aforesaid goods under the terms of the Contract.
3. The Buyer undertakes to pay to the Seller the Contract Cost within the term and form indicated in the terms of Contract.
4. This Contract shall enter into force after signing and is effective until the complete fulfillment of assumed responsibilities by the Parties, no later than December 31, 2019.
5. Appendix #1 – Price List - attached to this Contract is its integral part.
6. The Contract consists of 6 pages and is drawn up in equal force triplicate, two copies are handed to the Buyer and one to the Seller.

In accordance of the above mentioned the parties have entered into this Contract, in compliance with the Georgian Legislation, upon the date mentioned in this document.

#### General Terms and Conditions

##### 1. Definitions of the terms used in the contract.

The terms used in this Contract have the meanings indicated thereof:

- 1.1 "Contract on State Procurement" (hereinafter the "Contract") – the Contract signed by the two parties.
- 1.2 "Contract Cost" means the total amount payable by the Buyer for the full and timely fulfillment of the obligations undertaken by the Seller pursuant to this Contract.
- 1.3 "Buyer Organization" (hereinafter the "Buyer") - the organization (institution) carrying out the procurement.
- 1.4 "Seller" – the entity carrying out the delivery of the goods within the frames of this Contract on State Procurement.
- 1.5 "Day", "week", "month" means a calendar day, week, and month.

## **2. Standards**

The goods delivered under this Contract shall conform to the recognized standards and norms.

## **3. Control of Contract`s fulfillment**

3.1 The Buyer will carry out inspections to control the fulfillment of contractual obligations by the Seller through the Forensic Chemical-Narcological Department, Oil Products Examination Unit; authorized person – Teo Khuchua, Head of Oil Products Examination Unit.

3.2 The Seller shall eliminate at its own expense any deficiencies or defects revealed through the inspection and replace rejected goods within 30 (thirty) days after the receipt of notice.

3.3 None of the paragraphs of this article exempt the parties from the warranty of this Contract or other obligations.

## **4. Delivery and Receipt rules of purchased items**

4.1 The goods shall be delivered as follows: 1) Gasoline (iis19B05EN) - no later than 15<sup>th</sup> of October 2019; evaluation of results, issuance of relevant certificate no later than 31<sup>th</sup> of December 2019;

Exception from this rule: Delay caused by customs requirements or lack of cooperation of Buyer.

4.2. The Seller shall carry out the delivery of the goods and the original copies of relevant certificates (defined in prov. 4.1.) according to the term –DAP Tbilisi (adress: Chavchavadze ave. N84, 0162, Tbilisi, Georgia).

4.3 The Buyer shall report the results to each proficiency test no later than 30 Days after goods delivery according to the Paragraph 4.1.

## **5. Packing**

The Seller shall provide such packing of goods to prevent from damage or malfunctioning during its shipment to the location designated in the Price List. Packing should withstand to heavy lifting - loading effect.

## **6. Terms of Payment**

6.1 The payment is to be effected by means of bank transfer.

6.2 The payment shall be made after delivery (prescribed by Paragraph 4.1) in 10 (Ten) banking days.

## **7. Currency of Payment**

The payment shall be made in Euros.

## **8. Prices**

8.1 Contract prices per unit are designated in Appendix 1 – Price List.

8.2 Each Payable amount in Georgian Lari (GEL) will be calculated on the day of the conversion of the Payable sum in compliance with official GEL exchange rate of the National Bank of Georgia.

## **9. The contract amendments and termination procedures**

9.1 Any changes to this Contract will be implemented only in writing, with the consent of both Parties.

9.2 In case the necessity of changing the terms of the contract arises from any unforeseeable reason, the initiator of the changes shall notify the other party of it in a written form.

9.3 Any changes to the terms of the Contract shall be approved by issuance of a new contract, which shall be considered as an integral part of this Contract.

## **10. Transfer of Rights**

The Seller shall not fully or partially transfer its rights envisaged under this Contract, without prior written consent of the Buyer.

## **11. Delay in the Contract terms**

11.1 If in the process of execution of this Contract the Parties come across the conditions hindering the fulfilment of the terms of the contract, the Party should give written notice about the commencement, anticipated duration and reasons of the described circumstances. Upon the receipt of the notice, the Party shall promptly notify the other Party about the decision concerning the circumstances described.

11.2 If due to the delay in the execution of the Contract the Parties agree upon the extension of the terms of the Contract, this conclusion shall be effected through the changes to the Contract.

## **12. The termination of the Contract in case of not fulfilling its terms**

12.1 The Buyer is entitled to fully or partially terminate the contract after giving the Seller written notice about the non-fulfillment of obligations:

(a) If the Seller is unable to provide to the Buyer the goods within the terms either defined by the Contract, or within the terms extended by the Buyer.

(b) If the Seller is unable to fulfill any obligation under this Contract.

12.2 The partial termination of some terms of the Contract does not exempt the Parties from the fulfillment of other obligations.

## **13. Force Majeure**

13.1 The damage resulting from the non-performance of the Contract terms shall be covered by the Party legally owning the above mentioned products at the moment of commencement of force-majeure circumstances.

13.2 For the purposes of this article the force-majeure means circumstances insurmountable and independent from the Parties' control, not connected to the mistakes and negligence of the Buyer and the Seller and have an unforeseeable character. This can be the consequence of war, natural disasters, epidemic, quarantine and embargo on the supply of goods, drastic reduction budgetary allocations etc.

13.3 In case of commencement of force-majeure circumstances, the Party unable to fulfill the obligations under this Contract shall immediately give written notice to the other Party about the commencement and

reasons of described circumstances. If the sender of the notice will not receive the written reply from the other Party, the Party shall continue fulfilling the undertaken obligations at its own discretion and expedience and shall try to find the alternative ways of execution of the obligations independent from force-majeure circumstances.

#### **14. Dispute resolution procedure**

The Parties shall make every attempt through direct unofficial resolution processes available to them to arrive at a mutually satisfactory resolution of any dispute or disagreement connected to this Contract or other components related to it.

#### **15. Notifications**

15.1 Any notice under this Contract shall be sent by mail, e-mail, telegram, telex or fax, further representing the original, to the address of the parties designated in this Contract.

15.2 The notification enters into force on the date of its receipt by the addressee or on the designated date of its entry into force, depending on the later.

#### **16. Applicable Laws**

The Contract is concluded in accordance with the Georgian legislation.

Legal Addresses of the Parties

„Purchaser“

**LEPL - Levan Samkharauli National Forensics  
Bureau**

Address: Tbilis, Chavchavadze ave. №84  
Tel:(99532)2258484

Receiver Bank: State Treasury  
Name of the Receiver: Common Account of  
Treasury  
Code: TRESGE22  
Treasury Code: 707767126  
I/C 204852089

“Seller”

**SGS Nederland BV**

CITI-Bank Europe PLC  
WTC Building-Tower D, Floor 8  
Schiphol Boulevard 257  
SCHIPHOL 1118 BH  
The Netherlands

Account no: 26.60.78.842 EUR  
Account owner: SGS Nederland B.V.  
Malledijk 18  
3200 AE Spijkenisse  
The Netherlands

IBAN: NL63 CITI 0266 0788 42  
BIC/SWIFT: CITINL2X

Head of Economic Department

**Giorgi Mumladze**



PT Program Coordinator

**Ronald Starink**

SGS Nederland B.V.  
P.O. Box 200  
NL - 3200 AE SPIJKENISSE

## Price List

#	Item/Service	Price (EURO)
	<b>Gasoline iis19B05EN</b>	310.00
	Packing & Documentation Costs	117.00
	Delivery (DAP-delivery at place: 84, Chavchavadze Ave. 0162, Tbilisi, Georgia)	662.00
	Performance Certificate	15.00
	Administration Costs	50.00
	<b>Grand Total:</b>	<b>1154.00 Euros</b>

Head of Economic Department

Giorgi Mumladze



PT Program Coordinator

Ronald Starink

Handwritten signature of Ronald Starink in blue ink, consisting of a stylized, looped script.

**SGS**  
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 NL - 3200 AE SPIJKENISSE