

**Contract #1**  
**On Procurement of Medical Equipment**

Tbilisi

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On the one hand Caritas Czech Republic in Georgia, having the legal address: 3a. Nutsubidze Plateau II, 0183 Tbilisi, Georgia, ID 405100 215 (hereinafter referred as “PURCHASER”), presented by the Head of Mission and on the other hand, ----- having the address: ----- (hereinafter referred as “SUPPLIER”), be guided by the acting legislation in Georgia and basing on a tender ----- held by a “PURCHASER”, have entered into this Contract:

**1. Procurement object**

1.1 Procurement object is Medical Equipment as provided in attachment # 1 (attachment # 1 is an integral part of this Contract.)

**2. Total Cost of the Contract**

2.1 Total cost of the Contract is (...) GEL.

2.2 Total cost of the Contract includes all the taxes defined for a supplier by the legislation in force

**3. Terms, Place and Conditions of Procurement Object Supply**

3.1 Procurement object should be supplied to Tbilisi, Georgia at Jvania Children's hospital at the address: 21 Lubliana Str., Tbilisi, by November 30, 2018;

**4. Terms of Contract Validity**

4.1 The Contract comes into force upon its signing by the parties and remains valid the final and proper accomplishment of the obligations stipulated in the Contract

**5. Terms of Contract Supervision**

5.1 The “PURCHASER” is entitled to carry the inspection in parallel with the supply of Procurement Object, to define the compliance of the Procurement Object with the terms stipulated in the Contract and the “PURCHASER's requirements.

5.2 The Control of contract fulfillment on “PURCHASER's side will be carried out by Tender selection committee.

5.3 The “PURCHASER” is responsible to immediately notify “SUPPLIER” about any defect, discovered in a result of the inspection. Notification can be made both in oral or written form. In case of phone notification, the “PURCHASER” is responsible to notify “SUPPLIER” in a written form about the Procurement Object defect, not later than 3 (three) days after the oral notification.

5.4 The expenses on the elimination of defects and re-inspection are to be covered by the “SUPPLIER”, in compliance with the Legislation of Georgia.

**6. Procurement Object Delivery-Acceptance Rules**

6.1 Procurement Object delivery-acceptance act is made up based on the conclusion of the control group, established by Caritas Czech Republic in Georgia in Partnership with Tbilisi State Medical University.

## **7. Procurement Object Quality and Guarantee**

7.1 The “SUPPLIER” undertakes the responsibility to ensure the compliance of the Procurement Object with standards.

7.2 Quality of the Procurement Object should comply with the requirements defined by the “PURCHASER”.

7.3 Procurement Object warranty period is 12 to 18 months based on the equipment specification.

7.4 The “PURCHASER” is responsible to immediately notify the “SUPPLIER” about a detected defect in written form.

7.5 In case of detecting serious damage or a defect within the warranty period, after being notified, the “SUPPLIER” is responsible to ensure the elimination of the detected defect of the goods (repairing or replacing if needed) at its own expenses within 10 (ten) working days after the getting of notification. The “SUPPLIER” shall be imposed to eliminate the defects of Procurement Object and to reimburse the damage to the “PURCHASER” or any third parties caused by this defect.

7.6 If after getting the notification, the “SUPPLIER” fails to perform its obligations, the “PURCHASER” is entitled to eliminate the defects at “SUPPLIER”’s expenses.

## **8. Terms of Payment, Schedule (Timing)**

8.1 Payment to the “SUPPLIER” will be made in GEL.

8.2 The cost of the Procurement Object will be reimbursed by non-cash payment.

8.3 Prepayment is not provided.

8.4 Payment will be made within 15 working days, based on a document confirming the delivery of the Procurement Object as provided in the Contract (waybill, delivery-acceptance act, invoice ( if the supplier is VAT payer and if not, a supplier shall provide the relevant certificate from the L.E.P.L. Revenue service).

8.5 If the “SUPPLIER” violates the timeframe specified by the Contract, a penalty will be imposed. The “PURCHASER” is entitled to refuse the fulfillment of a related obligation before the full payment of the penalty by the supplier.

## **9. The Rights and Obligations of the Parties**

9.1 The “PURCHASER” is entitled:

- To inspect the compliance of the Procurement Object with the terms, stipulated in the Contract;
- To inspect and supervise the performance of the Contract terms by the “SUPPLIER”;
- To refuse the acceptance of a low quality Procurement Object.

9.2 The “PURCHASER” is obliged to:

- Inform the supplier in a written form about all special circumstances related to the supply of the Procurement Object.
- To perform the payment to the “SUPPLIER” in compliance with the terms provided in the Contract;
- To comply all the terms of the Contract.

9.3 The “SUPPLIER” is entitled:

- To require from the “SUPPLIER” the reimbursement of the Procurement Object cost, under the terms provided in the Contract.

9.4 The “SUPPLIER” is obliged:

- To warn the “PURCHASER” about the delay in the process of the Procurement Object delivery
- To comply all the terms of the Contract.

## **10. Responsibility of the Parties upon the Violation of the Contract**

10.1 Failure to perform the obligations under the Contract shall result in a liability in compliance with legislation in force.

10.2 If any of the Contracting Party fails to perform the contractual obligation, the other Party is entitled to terminate the Contract after the expiration of an additional time defined for the performing of the obligation (additional period shall be defined in a written form). If it is not possible to allocate additional time due to the nature of an obligation, additional time is equalized to a warning.

10.3 Terminating the Contract, the Party is entitled to require the reimbursement of the damage caused by the non-fulfillment of the contractual obligation by the other Party.

10.4 Termination of the Contract and reimbursement of damage shall be governed relevantly by the Civil Code of Georgia.

10.5 In case of the non-fulfillment of a contractual obligation, a penalty in the amount of 10 % of the total contract cost shall be imposed on a breaching Party.

10.6 In case of a delay in delivery of the Procurement Object, the "PURCHASER" is entitled to impose a fine on a "SUPPLIER" in the amount of 0,3 % (zero point three) of the total cost of non-delivered Procurement Object per each delayed day, but not less than 10 (ten) GEL.

10.7 In case of the violation of the Contract terms, the "PURCHASER" reserves the right to withhold the penalty accrued for that moment from the total cost of the Contract and transfer it to a relevant account. In case of a partial reimbursement, the penalty shall be withheld from the sum paid at the relevant stage

10.8 Non-application of Article 10.7 retains the "PURCHASER"s right to require the "SUPPLIER" to pay the penalty

## **11. Contract Terms' Modification Possibility**

11.1 Contract modification is valid, when made in writing and an agreement is signed by the contracting parties.

11.2 When modification is necessary, the Party initiating the modification shall notify the other Party about it in a written form.

11.3 Each Contracting Party is entitled not to agree with proposed alteration

11.4 No modification in this Contract is allowed if it worsens conditions for the "PURCHASER" , except the cases provided in Article 398 of the Civil Code of Georgia. Terms of the Contract are revised according to the rules established by the legislation of Georgia.

11.5 In case of occurring the cases, envisaged in article 398 of the Civil Code of Georgia, it is not allowed to increase the total cost of the Contract on State Procurement by more than 10 %.

11.6. Modification of the Contract terms shall be made up in the form of an agreement that is an integral part of this Contract.

## **12. Contract Performance Delay**

12.1 If during the execution of the Contract, the Parties encounter the circumstances, preventing the fulfillment of the Contract terms, the Party shall notify another party in a written form about the causing reasons and anticipated time of performance of its obligations. Notification receiving Party shall inform another Party about its decision.

12.2 If due to the failure to fulfill the Contract terms, the Contracting Parties agree to extend the timeframe of the performance of the contractual obligation, this decision shall be made up in a form of agreement as provided in Article 11.6.

12.3 The "PURCHASER" can make a decision to terminate the Contract or require the partial fulfillment of obligations:

a) If the “SUPPLIER” fails to deliver the Procurement Object in a timeframe specified in the Contract or agreement;

b) If the “SUPPLIER” fails to perform any of the obligations specified in the Contract.

12.4 Termination of separate terms of the Contract shall not release the “SUPPLIER” from the fulfillment of other obligations.

12.5 The “PURCHASER” can make a decision to terminate the Contract also if:

c) The “PURCHASER” becomes aware, that it is not able to fulfill Contractual obligations due to the independent reasons.

d) The “SUPPLIER” goes bankrupt;

e) It becomes known, that the documents proving the SUPPLIER’s qualification data are fabricated.

f) In other cases envisaged by the legislation of Georgia.

12.6 In cases provided in sub-article 12.3, the “PURCHASER” has an obligation to reimburse the cost of actually delivered Procurement Object to the “SUPPLIER”.

### **13. Force –Majeur**

13.1 Neither party shall be held liable for full or partial non-performance of its obligations, caused by the circumstances, such as flood, fire, earthquake and other natural disasters, as well as wars and hostilities if they directly affect the implementation of the Contract. The term of the contract execution will be extended to the relevant time after the completion of the circumstances.

13.2 If the terms of full or partial non-performance of the contractual obligations last more than one month, the Parties are entitled to terminate the Contract validity without requiring the right to compensation.

13.3 The Party, facing force-major circumstances, should immediately inform another party about it in a written form.

### **14. Dispute Resolution Procedures**

14.1 Any controversy or dispute between the Parties in connection with implementation of this Contract shall be resolved by mutual agreement/negotiation of both Parties.

14.2 If the Parties fail to reach an agreement, they shall appeal to a court in compliance with the legislation of Georgia.

### **15. Other Conditions**

15.1 Neither Party is entitled to assign its rights and obligations to a third party without a prior written consent of the other Party.

15.2 In relations with a third party, the Parties shall act in their own name, expenses, and risk.

15.3 The Contract is drawn up in the Georgian Language, in two copies, having equal legal validity and are kept by Contracting Parties. All correspondence related to the Contract shall be made in Georgian language.

15.4 Any alteration to this Contract becomes valid when only made in written form and signed by the Parties.

15.5 The Parties are fully responsible for the accuracy of the requisites specified in the Agreement.

15.6 The parties are responsible to notify the other Party about the change of the requisites in written form.

15.7 Any official relationship between the Parties should be carried in a written form. Written notification, sent by one Party to another as provided by the Contract shall be sent by post. For the purpose to establish operational communication, modern means of communication shall be used, provided that original copy of the notification will be delivered later to another Party directly or to the address stipulated in the Contract by postal delivery.

If the notification can't be handed to the Party at the address provided in the Contract because of the incorrectly specified address, the notification shall be deemed as accepted and a reading of time indicated in the notification shall start following the next day of the postal delivery to the relevant address.

#### 16. Legal address and contact details of parties

**“PURCHASER”**

**“SUPPLIER”**

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Caritas Czech Republic in Georgia

ID: 405 100 215

Legal address:

3a. Nutsubidze Plateau II, 0183 Tbilisi, Georgia

[ccr.georgia.office@caritas.cz](mailto:ccr.georgia.office@caritas.cz)