

CONTRACT

BETWEEN

JAPAN INTERNATIONAL COOPERATION SYSTEM

AND

MARUBENI PROTECHS CORPORATION

FOR

**JAPAN'S NON-PROJECT GRANT AID
FOR INTRODUCTION OF JAPANESE ADVANCED PRODUCTS
AND ITS SYSTEM (MEDICAL EQUIPMENT AND WELFARE
APPARATUS PACKAGE)**

FY2014

FOR

THE GOVERNMENT OF GEORGIA

Contract No.: MENPGE14-01-C2

Radiography system (Digital type) with X-ray film illuminator

Radiography system (Digital type)

Surgical mobile C-arm system

CONTRACT

Contract No.: MENPGE14-01-C2

THIS CONTRACT is made the 18th of August, 2015.

BETWEEN

Japan International Cooperation System (JICS), duly organized and existing under the laws of Japan, having its principal office of business at Shinjuku EAST Building, 10-5 Tomihisa-cho, Shinjuku-ku, Tokyo 162-0067, Japan (hereinafter referred to as "the Agent"), for and on behalf of the Government of Georgia (hereinafter referred to as "the Recipient"), and Marubeni Protechs Corporation, duly organized and existing under the laws of Japan, having its principal office of business at 1-21, Agebacho, Shinjuku-ku, Tokyo 162-0824, Japan (hereinafter referred to as "the Supplier"),

WHEREAS, the Agent, as the competent procurement agent for and on behalf of the Recipient, has requested the Supplier to supply and deliver the products for Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its System (Medical Equipment and Welfare Apparatus Package) FY2014 (hereinafter referred to as "the Products"); and

WHEREAS, the Supplier has agreed to supply and deliver the said Products on the terms and conditions as set forth in this contract in the sum of Eighty Two Million Five Hundred Ninety Seven Thousand Four Hundred Japanese Yen (JPY82,597,400).

The Agent for and on behalf of the Recipient and the Supplier agree as follows:

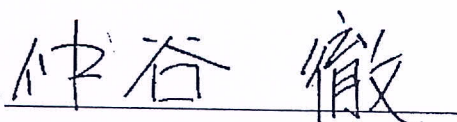
1. The following documents shall constitute the contract between the Agent for and on behalf of the Recipient and the Supplier, and each shall be read and construed as an integral part of the contract (hereinafter referred to as "the Contract"):
 - (1) This contract concluded between the Agent and the Supplier.
 - (2) Special Terms and Conditions
 - (a) Description of the Products, Quantity and Price Breakdown (Attachment-1)
 - (b) Terms of Payment and Performance Security (Attachment-1)
 - (c) Implementation Schedule (Attachment-2)
 - (d) Delivery Requirements (Attachment-3)
 - (e) Specifications (Attachment-4)
 - (3) Other Conditions (General Terms and Conditions: GTC-MENPGE14-01-C2)

2. In the event of any discrepancy between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall prevail.

IN WITNESS WHEREOF the parties hereto have caused the Contract to be executed on the day, month and year indicated above.

Agent for and on behalf of the Recipient

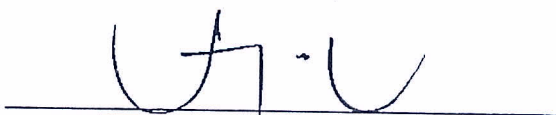
Supplier



Toru Nakatani (Mr.)

President

Japan International Cooperation System



Ichiro Fujimori (Mr.)

General Manager

International Cooperation Development Department
Marubeni Protechs Corporation

Contact

Kenji Motegi (Mr.)

Shinjuku EAST Building,

10-5, Tomihisa-cho Shinjuku-ku,

Tokyo, 162-0067, Japan

Telephone: +81-3-5369-7452

Facsimile: +81-3-5369-9502

E-mail address: motegi_kenji@jics.or.jp

Contact

Takashi Ito (Mr.)

1-21, Agebacho, Shinjuku-ku,

Tokyo, 162-0824, Japan

Telephone: +81-3-5261-1679

Facsimile: +81-3-5261-2040

E-mail address: ito-t@mpc.marubeni.co.jp

SPECIAL TERMS AND CONDITIONS

22

8

ATTACHMENT-1

DESCRIPTION OF THE PRODUCTS, QUANTITY
AND PRICE BREAKDOWN

DESCRIPTION OF THE PRODUCTS, QUANTITY AND PRICE BREAKDOWN

Lot No. 2

Item No.	Products	Composition No.*	Compositions	Q'ty	Unit Price of Products				Total CIP Price of Products	Total CIP Price of Spare Parts	Installation and Set-up Service	Operation and Maintenance Training Service	Total
					F.O.B.	Trans- portation	Insurance	CIP					
				(a)	(b)	(c)	(d)	(e)=(b)+(c)+(d)	(f)=(a)×(e)	(g)	(h)	(i)	(j)=(f)+(g)+(h)+(i)
1	Radiography system (Digital type) with X-ray film illuminator	(1)	Main Unit	1 Unit	17,356,000	650,000	200,000	18,206,000	18,206,000				
		(2)	Image Recorder	1 Unit	3,872,700	150,000	40,000	4,062,700	4,062,700				
		(3)	UPS for Main Unit**	1 Set	—	—	—	5,033,400	5,033,400	2,400	170,000	170,000	29,560,800
		(4)	Switch Board**	1 Unit	—	—	—	189,400	189,400				
		(5)	X-ray Film Illuminator	1 Unit	200,700	10,000	5,000	215,700	215,700				
		(6)	Radiation Shielding Lead Glass	1 Unit	1,436,200	60,000	15,000	1,511,200	1,511,200				
2	Radiography system (Digital type)	(1)	Main Unit	1 Unit	17,337,500	650,000	200,000	18,187,500	18,187,500				
		(2)	Image Recorder	1 Unit	3,872,700	150,000	40,000	4,062,700	4,062,700				
		(3)	UPS for Main Unit**	1 Set	—	—	—	5,033,400	5,033,400	—	170,000	170,000	27,813,000
		(4)	Switch Board**	1 Unit	—	—	—	189,400	189,400				
3	Surgical mobile C-arm system	(1)	Main Unit	1 Unit	17,270,400	650,000	200,000	18,120,400	18,120,400				
		(2)	Operating Table for C-arm	1 Unit	5,273,000	100,000	20,000	5,393,000	5,393,000	—	160,000	160,000	25,223,600
		(3)	UPS**	1 Set	—	—	—	1,390,200	1,390,200				
			Total						81,595,000	2,400	500,000	500,000	82,597,400

* Composition No. is as per listed in Attachment-4 SPECIFICATIONS.

** Products procured in the recipient Country

TERMS OF PAYMENT, PERFORMANCE SECURITY

1. Terms of payment are as stipulated in Clause 12 of GTC-MENPGE14-01-C2.
2. The details of performance security are described in the table below.

Issuer	The head office or a branch in Japan of a first class, internationally recognized bank.
Addressee	Japan International Cooperation System
Form	This guarantee is subject to ICC Uniform Rules for Demand Guarantees (ICC Publication No.458 or 758).
Payment Conditions	This guarantee is unconditionally payable against the presentation of 1) JICS's receipt accompanied by the original Letter of Guarantee; and, 2) JICS's first written demand supported by JICS's written statement stating that the applicant is in breach of his obligation under the Contract.
Amount	Not less than ten percent (10%) of the total contract price.
Validity	To cover more than sixty (60) days from the estimated date of completion of the Supply (To be extended if so requested).
Timing of Release	After submission of all of the Certificate of Receipt of the Products, the Certificate of Completion of Installation and Set-up Service and the Certificate of Completion of Operation and Maintenance Training Service.

ATTACHMENT-2

IMPLEMENTATION SCHEDULE

IMPLEMENTATION SCHEDULE

Lot No.: 2

Item No.	Products	Compositions	Transportation Route and Method	Name of the Loading Port	Name of the Disembarkation port	Time of Shipment from the Loading Port	Time of Arrival at the Disembarkation Port	Time of Arrival at the Site	Time of Completion of Installation and Set-up Service	Duration of Operation and Maintenance Training	Time of Completion of Operation and Maintenance Training
1	Radiography system (Digital type) with X-ray film illuminator	(1) Main Unit (2) Image Recorder (5) X-ray Film Illuminator (6) Radiation Shielding Lead Glass	From Yokohama seaport to Poti seaport by sea, and from Poti seaport to Site by Truck	Yokohama, Japan	Poti, Georgia	February 7, 2016	within 60 days after shipment	within 90 days after shipment	within 60 days after the arrival of the Products at the Site	more than 3 working days	within 60 days after the Completion of Installation and Set-up Service
		(3) UPS for Main Unit (4) Switch Board	Local Procurement	—	—	—	—	Within 330 days after the signing of the Contract	—	—	—
2	Radiography system (Digital type)	(1) Main Unit (2) Image Recorder	From Yokohama seaport to Poti seaport by sea, and from Poti seaport to Site by Truck	Yokohama, Japan	Poti, Georgia	February 7, 2016	within 60 days after shipment	within 90 days after shipment	within 60 days after the arrival of the Products at the Site	more than 3 working days	within 60 days after the Completion of Installation and Set-up Service
		(3) UPS for Main Unit (4) Switch Board	Local Procurement	—	—	—	—	Within 330 days after the signing of the Contract	—	—	—
3	Surgical mobile C-arm system	(1) Main Unit (2) Operating Table for C-arm	From Yokohama seaport to Poti seaport by sea, and from Poti seaport to Site by Truck	Yokohama, Japan	Poti, Georgia	February 7, 2016	within 60 days after shipment	within 90 days after shipment	within 60 days after the arrival of the Products at the Site	more than 2 working days	within 60 days after the Completion of Installation and Set-up Service
		(3) UPS	Local Procurement	—	—	—	—	Within 330 days after the signing of the Contract	—	—	—

ATTACHMENT-3

DELIVERY REQUIREMENTS

Attachment-3 DELIVERY REQUIREMENTS

1 Products and Quantity

- (1) Details are shown in Attachment-A.
- (2) The Products must be brand new and unused.

2 Required Implementation Schedule and Time for Completion

- (1) All the shipment shall be completed on or before February 7, 2016.
- (2) Installation and set-up service shall be completed within sixty (60) days after the arrival of the Products at the final delivery point (hereinafter referred to as "the Site").
- (3) Operation and maintenance training service shall be completed within sixty (60) days after the completion of installation and set-up service.

3 Specifications

As stipulated in Attachment-4 SPECIFICATIONS.

4 Delivery

- (1) The Site is the premises or place, or warehouse shown in Attachment-A. The Products shall be delivered and installed to the Site with appropriate manner at the Supplier's responsibility and expenses.

The address of each Site is as follows:

- 1) JSC Universal Medical Center

Address: 4 Lisi lake, 0186 Tbilisi, Georgia

- 2) LLC Batumi Clinical Republican Hospital

Address: Tbel Abuseridze Street No. 2, Batumi, Georgia

- (2) The Supplier shall arrange the laydays long enough to complete the discharging of the Products at the unloading port/place under any circumstances.
- (3) The laydays shall be calculated in Regular Turn.
- (4) The Supplier shall deliver the Products through close consultation with the consignee to maximize the consignee's convenience.

5 Trade Terms

CIP-Site

*Provision stipulated in the Delivery Requirements and Special Terms and Conditions shall prevail over the interpretation of the trade terms of INCOTERMS 2010.

6 Cost Factors

- (1) As stipulated in Attachment-B.
- (2) The Supplier must take into account the cost factors according to the applied trade term and the conditions in the Contract.

7 Transportation Method

- (1) The Supplier is allowed to choose the transportation method on his own, considering the security of transportation and implementation period.
- (2) The transportation by container is allowed. In that case, the Supplier shall use returnable container and make sure that the Products are discharged from the container at the Site or port and also the empty containers are returned in under the Supplier's responsibility and its own expenses.

8 Partial Shipment of the Products

Allowed. The detailed schedule is provided in Clause 2 "Required Implementation Schedule and Time for Completion".

9 Transshipment of the Products

Allowed.

However, the Supplier shall maximize his effort to avoid the damage of the Products caused by transshipment.

10 Recipient

Ministry of Labour, Health and Social Affairs

Contact Person: Valeri Kvaratskhelia (Mr.), Deputy Minister

Address: 144, A. Tsereteli Avenue, Tbilisi, Georgia 0119

Tel: +995-32-2510029

Fax: +995-32-2510032

E-mail : vkvaratskhelia@moh.gov.ge

11 End-User

JSC Universal Medical Center

Contact Person: Mamuka Makhatadze (Mr.), Director

Address: 4 Lisi lake, 0186 Tbilisi, Georgia

Tel: +995-599-238887

E-mail: mamuka.makhatadze@unmc.ge, mmakhatadze@hotmail.com

LLC Batumi Clinical Republican Hospital

Contact Person: Malkhaz Khalvashi (Mr.), General Manager

Address: Tbel Abuseridze Street No. 2, Batumi, Georgia

Tel: +995-599-490505

E-mail: malkhaz@khalvashi.org

12 Consignee

Same as the Recipient

13 Notify Party

(1) Same as the Consignee

(2) Japan International Cooperation System

Kenji Motegi (Mr.) / Project Manager

Address : Shinjuku EAST Building, 10-5, Tomihisa-cho

Shinjuku-ku, Tokyo 162-0067, Japan

Tel : +81-3-5369-7452

Fax : +81-3-5369-9502

E-mail : motegi_kenji@jics.or.jp

14 Packing

- (1) To be packed by means of the manufacturer's export standard packing, that has enough resistance against rough handling, exposure to extreme temperatures, humidity, salt and precipitation during transit and open storage.
- (2) To the case containing spare parts and/or consumable materials, a packing list shall be attached.
- (3) The Supplier shall decide the packing size and weight of spare parts, taking account of Consignee's convenience in handling them after delivery to the Site. Each outer packing shall have its item no., parts no., name and quantity in English, so that it can be easily identified.

15 Shipping Mark

The marking shall be affixed, sealed, or printed onto outer package/carton or body in indelible black ink so that it can be seen from outside. Marking shall be typewritten as follows.

Name of Consignee (in a diamond-shaped mark)



Final Delivery Point:	DONATED BY
Packing No.:	THE GOVERNMENT OF JAPAN
Net Weight:	UNDER NON-PROJECT GRANT AID
Gross Weight:	FOR INTRODUCTION OF JAPANESE
Manufactured by:	ADVANCED PRODUCTS AND ITS SYSTEM
Country of Origin:	(MEDICAL EQUIPMENT AND WELFARE
	APPARATUS PACKAGE)
	FY2014 FOR GEORGIA

16 Insignia of National Flag of Japan

- (1) The insignia of the national flag of Japan shall be painted or sealed by sticker with waterproof coating in color onto the Products, unless otherwise specified in Attachment-4 SPECIFICATIONS. The size of insignia shall be large enough to stand out and be finally decided with approval of JICS.
- (2) The Insignia of the national flag of Japan shall also be labeled onto every carton box. The size of insignia shall be decided in accordance with the size of the carton box.
- (3) When the insignia is labeled, the sticker shall have good quality and durability. The printed side of the national flag of Japan shall be coated by plastic or so, and the adhesive shall be strong enough to be affixed to the Products, to last for years and to adjust to the temperature changes.

(4) Other Details

1) Design of the Flag

Size of the Flag: length: width = 2 : 3

Size and Position of the Rising Sun:

Diameter: 3/5 of the vertical length

Arrangement: center of the flag

2) Color of the Insignia

a. The Rising Sun: Red (DIC 156) / M100%+Y90% (approximation)

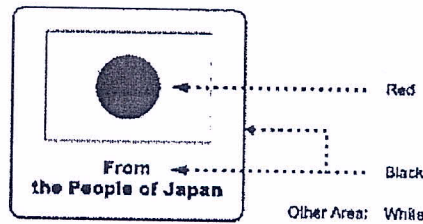
b. Logotype: Jet Black / BL100%

3) Font of the Logotype of the Insignia

"From the People of Japan": Futura bold

4) Print

Insignia: Positive print



17 Inspection

The Supplier shall arrange, at its own expense and responsibility, the following inspections and tests for the Products. The Supplier shall inform JICS of the date and venue of the following inspections at the earliest possible date, taking into consideration the possibility that JICS attends either/both of the inspections as an observer.

(1) Factory Inspection at the Manufacturer's Premises

Inspector: Manufacturer, local agent of the manufacturer

Contents of Inspection and Test:

Quantity, quality, specifications, weight, size and any other data concerning the Products

(2) Pre-shipment Inspection at the Embarkation Port

Inspector: An internationally recognized inspection company

Contents of Inspection:

Quantity, weight, size, packing, shipping mark, insignia of national flag of Japan, loading conditions and any other data concerning the Products and their shipment.

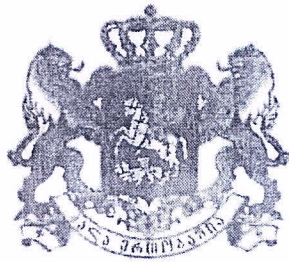
18 Advance Notice of Arrival

(1) The Supplier shall confirm with the Consignee, prior to the shipment at the embarkation port, that the Consignee can complete the preparation to accept the Products before the arrival. Only after this confirmation, the Supplier may ship the Products according to the Contract.

(2) The Supplier shall notify JICS and the Consignee of the shipping advice immediately after the delivery schedule is fixed or fourteen (14) days prior to the shipment, whichever comes earlier.

Shipping advice shall include at least the following information:

- 1) ETD (Estimated Time of Departure) at Embarkation Port
- 2) ETA (Estimated Time of Arrival) at Disembarkation Port
- 3) Name of Vessel with Voyage Number



საქართველოს შრომის ჯანმრთელობის
და სოციალური დაცვის სამინისტრო
№ 106482
27 10 2014 წ.
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ნო 8.

საქართველოს მთავრობის განკარგულება

№1894 2014 წლის 23 ოქტომბერი ქ. თბილისი

„იაპონიის მთავრობასა და საქართველოს მთავრობას შორის 500,000,000 (ხუთასი მილიონი) იაპონური იენით აღდგენის არასაპროექტო გრანტის შესახებ“ ნოტების გაცვლის გზით ხელმოწერილი შეთანხმების ფარგლებში განსახორციელებელ ღონისძიებათა თაობაზე

„გრანტების შესახებ“ საქართველოს კანონის მე-4 მუხლის „ბ“ ქვეპუნქტის, „სახელმწიფო შესყიდვების შესახებ“ საქართველოს კანონის პირველი მუხლის მე-4 პუნქტისა და „უცხოელი კონტრაქტების მონაწილეობით ხელშეკრულებების გაფორმებასთან დაკავშირებულ ზოგიერთ ღონისძიებათა შესახებ“ საქართველოს მთავრობის 2010 წლის 11 მაისის №139 დადგენილების შესაბამისად:

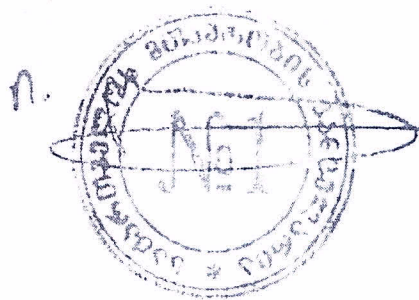
1. მოწონებულ იქნეს საქართველოს მთავრობის სახელით, საქართველოს შრომის, ჯანმრთელობისა და სოციალური დაცვის სამინისტროსა და იაპონიის საერთაშორისო თანამშრომლობის სისტემას (JICS) შორის „იაპონიის არასაპროექტო საგრანტო დახმარების ფარგლებში შესყიდვის მომსახურების გაწევის თაობაზე იაპონური მოწინავე პროდუქციისა და მისი სისტემების (სამედიცინო აღჭურვილობა და კეთილდღეობის აპარატურის პაკეტი) მოწოდების მიზნით“ სააგენტოს მომსახურების გაწევის თაობაზე გასაფორმებელი ხელშეკრულების პროექტი.

2. „საქართველოს მთავრობის სტრუქტურის, უფლებამოსილებისა და საქმიანობის წესის შესახებ“ საქართველოს კანონის 27-ე მუხლის მე-2 პუნქტის შესაბამისად, საქართველოს შრომის, ჯანმრთელობისა და სოციალური დაცვის მინისტრის მოადგილეს, დავით ლომიძეს მიენიჭოს უფლებამოსილება საქართველოს მთავრობის სახელით ხელი მოაწეროს ამ განკარგულების პირველი პუნქტით გათვალისწინებულ ხელშეკრულებას.

3. „იაპონიის მთავრობასა და საქართველოს მთავრობას შორის 500,000,000 (ხუთასი მილიონი) იაპონური იენის ოდენობის არასაპროექტო გრანტის შესახებ“ ნოტების გაცვლის გზით შეთანხმების ხელმოწერის შესახებ“ საქართველოს მთავრობის 2014 წლის 11 ივნისის №1054 განკარგულებით გათვალისწინებული შეთანხმების ფარგლებში გრანტის სახით შემენილი ტექნიკის (აღჭურვილობის) მიმღებ ორგანოდ განისაზღვროს საქართველოს შრომის, ჯანმრთელობისა და სოციალური დაცვის სამინისტრო.

4. საქართველოს შრომის, ჯანმრთელობისა და სოციალური დაცვის და საქართველოს ფინანსთა სამინისტროებმა, კომპეტენციის შესაბამისად, უზრუნველყონ საჭირო ღონისძიებების გატარება ამ განკარგულების შესრულებისა და ამ განკარგულების პირველი პუნქტით მოწონებული ხელშეკრულებით გათვალისწინებული ვალდებულებების შესასრულებლად.

პრემიერ-მინისტრი



ირაკლი ღარიბაშვილი