Project Name: Health Sector Development Project
Purchaser: National Center for Disease Control and Public Health
Consignee: Ministry of Labour, Health and Social Affairs of Georgia
Package No. HSDP/SH/30

Prices and Schedules for Supply

To: National Center for Disease Control and Public Health

Item name	Specification	Q-ty	Country of orig	Unit Price w/o VAT	Total Price w/o VAT	Total VAT	Delivery time
Desktop Computer	ESPRIMO P2560 Intel G41/ E6600 3.06GHz 2MB 2GB 320GB DVDRW KB/Mouse/ 3 year warranty	15	Germany	620.00	9,300.00	1,674.00	8 weeks
Monitor	20" Widescreen/ L20T-1 ECO 5ms 250cd/m2 20000:1 170/170 Speakers/ 3 year warrany	15	China	209.00	3,135.00	564.30	8 weeks
Uninterruptible Power Supply (UPS)	APC BACK/ BR650CI-RS, 650VA/390W, 230V, AVR w/o Communicatio/ 2 year warranty	15	China	155.00	2,325.00	418.50	8 weeks
Printer 1	Personal LaserJet/ P1102 A4 18 ppm 1200dpi 2mb 5000p/m USB2.0/ 1 year warranty	5	China	180.00	900.00	162.00	8 weeks
Printer 2	HP LaserJet Pro M1212nf Printer, A4 Copier, Scanner, Printer, Fax, 18ppm, 1200 x 1200 dpi, 64MB RAM, 400 MHz, Monthly Duty Cycle Up to 8,000 pages, 150-sheet input tray, 100-sheet face-down bin, Hi-Speed USB 2.0 port; 10/100Base-T Ethernet network port; RJ-11 Telephone port, 1 year Waranty	3	China	421.00	1,263.00	227.34	8 weeks
Scanner	HP/ Scanjet/ G4010 4800x9600 96 bit 5x35mm slide adapter/ 1 year warranty	1	China	278.00	278.00	50.04	8 weeks
Laptop 1	ProBook 4520s 15.6" HD Intel Core i3/ 2.53GHz 3GB 320GB 7.2K DVDRW ATI6370 1GB BT Wlan/ 2 year warranty	1	China	1,290.00	1,290.00	232.20	8 weeks

Laptop 2	HP EliteBook 2540p i7-640M 12 4GB/160 PC Core i7-640M 12.1 WXGA LED AG Webcam 4GB DDR3 RAM 160GB HDD DVD+/-RW Modem 802.11a/b/g/n I2 BT FPR 6C Batt Win7 PRO32 OR07 / 3 year warranty	1	China	2,639.00	2,639.00	475.02	8 weeks
Tablet Computer	Base unit with 25.7cm (10.1") HD Display with LED backlight/ Intel® Chipset HM55 with Intel® Core™i3 Processor i3-380UM/ 4 GB DDR3 800 MHz PC3-6400/ SSD SATA 128 GB FDE/ 1.3M pixels Camera/ Inte l Centrino 6200 802.11a\b\g\n (WW)/ Bluetooth module V2.1/ UMTS Sierra Wireless Gobi2000 3G , including GPS functionality / Keyboard RUS\GB/License EU/MM - Windows 7 Professional/ Win7 Pro64 MAIN+Office2010s/ AC Adapter 19V/60W/ 1st Battery 6cells, 5800 mAh/ 1 year warranty	1	China	2,914.00	2,914.00	524.52	8 weeks
Digital Projector	ViewSonic/ PJD7382 DLP 3000ANSI 1024x768 HD720p 2000:1 RJ45/ 3 year warranty	1	China	1,515.00	1,515.00	272.70	8 weeks
Services (local transport ation)	Services (local transportation and installation)	1	Georg.	0.00	0.00	0.00	8 weeks
Total					25,559.00	4,600.62	
Total (Incl. VAT)					**30,159.62**		

Prices are given in Gel inc. VAT
Delivery Term: EXW-Tbilisi

Vaidity of the offer: 45 Days

TOTAL PRICE of the offered **30,159.62 Gel (Thirty thousand one hundred fifty nine lari and sixty two tetri)**

Delivery Term: ☐ CIP–Tbilisi | ☒ EXW-Tbilisi

2. Fixed Price The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

3. Delivery Schedule and acceptance of goods: The delivery should be completed within the above indicated period from contract signature. (Firms should offer their delivery schedule, which should be entered in the table above in appropriate column. Firms are allowed to offer delivery schedule not more than 8 (eight) weeks from the date of signing of contract).

1) For goods to be imported: Delivery term should be CIP 144 Tsereteli Ave, Tbilisi, Georgia, CIP delivery is defined as the date when goods are delivered into the custody of the first transporter. In case of CIP delivery, purchaser will arrange pre-shipment inspection of goods.

2) Goods already imported/local goods - EXW delivery is defined as the date when goods are delivered to the final destination site, inspected and accepted by the purchaser.

Final Destination place is: Ministry of Labour, Health and Social Affairs of Georgia (144 Tsereteli Ave, Tbilisi, Georgia. Supplier should unload delivered goods at the final destination site(s) and load them to the storage area.

4. Insurance: The Goods supplied under the Contract by CIP/EXW term, shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the CIP/EXW value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

In case of local delivery, supplier is responsible for delivery of goods to the final destination site.

5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Georgia.

6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable of fax the full details of shipment, including purchase order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

For CIP Delivery

(i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;

(ii) duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;

(iii) copies of the packing list identifying contents of each package;

(iv) certificate of origin;

(v) Inspection Certificate

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

For Local Delivery

(i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount, VAT (if applicable);

(ii) Transport document;
(iii) manufacturer's or supplier's warranty certificate;

8. Payment terms:

For goods to be imported

On delivery: 100 (Hundred) percent of goods supplied will be paid upon submission of documents specified in paragraph 7 above. Payment for your invoice will be made 100% against delivery of shipping documents, through an irrevocable and Confirmed Letter of Credit, opened by The Bank of Georgia in favor of the ______________________)(Supplier's Bank).

For already imported or local goods

On Acceptance: 100 (Hundred) percent of price of goods supplied and 100 (Hundred) percent of price of services performed will be paid upon acceptance of goods and services. For that, supplier should submit acceptance certificate issued by the supplier, showing that goods have been delivered, services have been performed and these goods and services have been accepted by the purchaser. Payment will be made by Letter of Credit or by wire transfer on supplier's choice.

Payments to a local Supplier will be made in Georgian Lari (GEL). In case the Price of the Contract with a local Supplier is denominated in the currency other than GEL, payments to the Supplier will be made in GEL at the official exchange rate published by the National Bank of Georgia for the date of payment.

9. Inspection and acceptance of goods

Prior to acceptance of goods, the Purchaser will perform following inspections and tests:

- **Pre-Shipment Inspection (in case of CIP Delivery)**
- **Inspection at final destination site**

a) Pre-Shipment Inspection (in case of CIP Delivery)

Pre-shipment inspection will be performed on Supplier's premises. Supplier is responsible to assist and cooperate with purchaser to arrange pre-shipment inspection of goods to be supplied. Pre-shipment Inspection (Service) Company will be chosen and paid by the purchaser.

b) Inspection at final destination site

After completion of supply and delivery of the goods to the final destination site, the Purchaser, with full cooperation and assistance from the Supplier, shall conduct acceptance tests on the supplied goods to verify their conformity with the Contract requirements. Within two weeks from the commencements of Acceptance Tests on the Purchaser will issue (i) either an acceptance certificate of goods, (ii) or provide a written description of the deficiencies that must be rectified before the goods can be accepted.

10. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser. Please specify warranty period and terms in detail.

11. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser.
Name and address of service facility which the defects are to be corrected by the supplier within the warranty period: "Alta Service" 8, Beliashvili Str., Tbilisi, Georgia

13. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, " Force-Majeure " means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. Required Technical Specifications

a) General Description, b) Specific details and technical standards and c) Performance Parameters – refer to **Annex A – Technical Specifications.**

Supplier confirms compliance with above specifications. In case of deviations supplier should indicate all such deviations.

15. Liquidated damages

- If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period specified in paragraph 3 of this Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 (five tenth) percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until an actual delivery of goods or performance of services.
- The Maximum of liquidated damages shall be 10 (ten) percent of the total contract amount.
- Once the maximum is reached, the Purchaser may consider termination of the Contract.

Alta Ltd

Irakli Kakabadze
Director

Tbilisi, Georgia

June 29, 2011

FORM OF QUOTATION

29 June, 2011

To: **National Center for Disease Control and Public Health**
23 Kazbegi Ave., Tbilisi, 0160, Georgia

We offer to execute Health Sector Development Project - **Shopping For Goods, Contract Ref:** HSDP/SH/30 in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of **30,159.62 (Thirty thousand one hundred fifty nine lari and sixty two tetri) Gel.** We propose to complete the delivery of Goods described in the Contract within a period of 8 weeks from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: ______________________

Name and Title of Signatory: Irakli Kakabadze, Director

LTD "ALTA" შპს "ალთა" 211380691

Name of Supplier: "ALTA" LTD

Address: 8, Beliashvili Str., Tbilisi, 0194, Georgia

Phone Number: + 995 32 510 111

Fax Number: + 995 32 510 112