# DRAFT SUPPLY CONTRACT

No: NDICI-GEO-NEAR-402

Georgia’s Innovation and Technology Agency (GITA)

7, Innovation str. 0114, TechPark,

Okrokana, Tbilisi, Georgia

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]

[<Official registration number>]

<Full official address>

[<VAT number>],

(‘the contractor’)

of the other part,

have agreed as follows:

**CONTRACT TITLE: Supply of IT certification exam vouchers**

**Identification number: NDICI-GEO-NEAR-402**

**Article 1 Subject**

* 1. The subject of the contract shall be Supply of IT certification exam vouchers as detailed in Annex II + III (technical Specifications + Technical Offer) and in Annex IV (Budget Breakdown) of this contract.

The place of acceptance of the supplies shall be **Georgia’s Innovation and Technology Agency (GITA), 7, Innovation str. 0114, TechPark, Okrokana, Tbilisi, Georgia**, the maximum time limit for delivery of the computer equipment shall be **180 calendar days** and the Incoterm applicable shall be DAP[[1]](#footnote-2).

* 1. The contractor shall comply strictly with the terms of the special conditions and the technical specifications annex.

**Article 2 Origin**

No restrictions whatsoever shall apply to the origins of the supplies.

**Article 3 Price**

3.1 The price of the supplies and services shall be that shown on the financial offer (Annex IV). The total contract price shall be **xxxxxx EUR.**

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28). The Contract is exempt from VAT, Excise Tax and Import Tax. All goods must be delivered according to the DAP Incoterms regime.

**Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

- the contract agreement;

- the special conditions;

- the general conditions (Annex I);

- the technical specifications (Annex II, including clarifications before the deadline for submission of tenders);

- the technical offer (Annex III, including clarifications from the tenderer provided during tender evaluation);

- the budget breakdown (Annex IV);

- specified forms and other relevant documents (Annex V);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

Done in English in two originals: one original being for the contracting authority and one original being for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

# SPECIAL CONDITIONS

**CONTENTS**

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand delivery.

Contact persons:

For the contracting authority:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: |  |
| Telephone: |  |
| E-mail: |  |

For the contractor:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Telephone: |  |
| E-mail: |  |

**Article 6 Subcontracting**

Subcontracting is allowed. However, the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

**Article 10 Origin**

10.1 All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 10 % of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

Without limitations to Article 12 of the General Conditions, the Contractor shall bear all costs and risks of loss of or damage to the supplies until such time as they are delivered on DAP basis.

The Contractor shall bear all costs and risks of loss or of damages to the supplies until items are inspected and provisionally accepted by the contracting authority.

**Article 16 Tax and customs arrangements**

In the scope of the framework agreement between Government of Georgia and European Union Commission, dated June 18, 2007, Georgia’s Innovation and Technology Agency is exempt from VAT, Excise and Import Taxes, levied on the goods and services procured under the project: “Support to Advanced ICT Skills – Do IT with the EU”.

Contractor will be responsible for paying all other applicable taxes.

All goods must be delivered according to the DAP[[2]](#footnote-3) Incoterms regime.

**Article 18 Commencement order**

18.1 The contract shall enter into force following its signature by both the contracting authority and the contractor.

**Article 19 Period of implementation of the tasks**

60 calendar days from signing the contract.

**Article 25 Inspection** and **testing**

25.2 Inspection and testing activities shall be completed within 15 days thereafter. A Certificate of Provisional Acceptance (C11) shall be issued by the contracting authority after the inspections and testing.

**Article 26 General principles for payments**

26.1 Payment shall be made in EUR or GEL.

Payments shall be made in accordance with Article 26 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Pre-financing is not applicable for the contract.

The payments will be made after each delivery of goods based on the signed provisional acceptance. Actual payment will be made within 30 days from the submission of admissible payment request/invoice by the Contractor to the Contracting Authority together with relevant Certificate of Provisional Acceptance (C11), in conformity with article 26 of the General Conditions.

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance C11 for supplies included in this contract must be issued using the template in Annex C11, upon the delivery of goods in compliance with Annex II/III (Technical Specifications and Technical Offer).

**Article 32 Warranty obligations**

32.6 N/A

32.7 N/A

**Article 33 After-sales service**

33.1 N/A

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the courts in accordance with the national legislation of the state of the contracting authority.

**Article 42 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC and as detailed in the specific privacy statement published at ePRAG.

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1. DAP Delivery At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-2)
2. DAP (Delivery At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-3)