

# **PROCUREMENT OF GOODS**

## **DIRECT PROCUREMENT**

**For Procurement under COVID-19 Emergency Response  
Operations**

**March 2020**

# Direct Procurement of Goods

## Procurement of: Mobile Emergency Ventilator

**Ref No:** COVID19/G/DC-03

**Project:** Georgia Emergency COVID-19 Response Project (P173911)

**Purchaser:** Ministry of Internally Displaced Persons, Labour, Health and Social Affairs

**Country:** Georgia

**Issued on:** May 14, 2020

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# Invitation for Direct Contracting of Goods

**Direct Contracting Ref No.: COVID19/G/DC-03**

**Direct Contracting Date: 5/14/2020**

**To: MDS LTD (ID 400096999)**  
**Tskhneti highway 15, Tbilisi, Georgia**

Dear Mr. Nika Bulia:

## **Invitation for Direct Contracting**

The *Government of Georgia* has received financing from the World Bank (Bank) toward the cost of the Georgia Emergency COVID-19 Response Project and intends to apply part of the proceeds toward payments under the contract for Mobile Emergency Ventilators.

The *Ministry of Internally Displaced Persons from Occupied Territories, Labour, Health and Social Affairs (MoIDPLHSA)* now invites your offer for the Goods and the Related Services, described in Annex 1: Purchaser's Requirements, attached to this invitation.

## **Eligible Goods and Related Services**

All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country except for the following countries: *none*.

## **Manufacturer's Authorization**

If you do not manufacture or produce the Goods to be supplied, please submit a Manufacturer's Authorization using the form included to this invitation for direct contracting to demonstrate that you are authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.

## **Performance Security**

N/A

## **Validity of offers**

Please indicate the validity of the offer.

## **Quoted Price**

Prices shall be quoted in the following manner:

- (a) For Goods to be supplied from within the Purchaser's Country:

- (i) the price of the Goods quoted EXW, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Supplier; and
- (b) For Goods to be supplied from abroad:
  - (i) **the price of the Goods, quoted CIP named place of destination in the Purchaser's Country: 144, Ak. Tsereteli ave. Tbilisi, Georgia**
  - (ii) **the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site): 118, Ak. Tsereteli ave., Tbilisi, Georgia**
- (c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, **whenever such Related Services are specified in the Schedule of Requirements**, the price of each item comprising the Related Services (inclusive of any applicable taxes).

The offered unit prices shall be fixed during the performance of the Contract and not subject to adjustment.

You may quote your price in a freely convertible foreign currency of your choice in addition to the currency of the Purchaser's Country (for any local costs as applicable).

### Clarifications

Any clarification request regarding this invitation for direct contracting may be sent in writing to **Giorgi Tsotskolaury** at [info@moh.gov.ge](mailto:info@moh.gov.ge) before May 18, 2020 **16:00 hrs. of local time**.

### Submission of Offer

- a. Please submit your offer within *three (3) days* using the form attached at Annex 2 and *email: info@moh.gov.ge*.
- b. The address for submission of Offer is:

**Attention: Giorgi Tsotskolaury**

**E-mail address: [info@moh.gov.ge](mailto:info@moh.gov.ge)**

### Contract negotiations and award of contract

The contract will be concluded subject to the satisfactory conclusion of negotiations, *in light of the circumstances, any negotiation is expected to be virtual*.

The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract or as soon as practicable thereafter. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration and summary of its scope.

**Fraud and Corruption**

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A).

In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

On behalf of the Purchaser:

**Signature:**

**Name:**        **Giorgi Tsotskolauri**

**Title/position:** **Deputy Minister**

**Attachments:**

**Annex 1: Purchaser's Requirements**

**Annex 2: Supplier's Offer Form**

**Annex 3: Contract Forms**

## ANNEX 1: Purchaser's Requirements

## 1.1 List of Goods and Delivery Period

## List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP)	Place of Final Destination (Project Site)	Applicable Incoterms	Delivery Period from Date of <i>contract signature</i>
1	Mobile Emergency Ventilators	20	20	144, Ak. Tsereteli ave. Tbilisi, Georgia	118, Ak. Tsereteli ave. Tbilisi, Georgia	DDP	90 days

## Delivery Schedule

[illegible]

### 1.2 List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
1	In-person user training or on-line training adequate to meet the needs of all operators.	1	20	TBD	Within 15 days from receipt of Goods

## 1.3 Technical Specifications

PURPOSE OF USE		
1	Clinical or other purpose	Ventilators designed to provide support to patients in Emergency Transport
2	Level of use	Health post, health center, Emergency Transport
3	Overview of functional requirements	<p>Dispenses a controlled mixture of oxygen and air to the patient</p> <p>Gives artificial respiratory support as necessary</p> <p>Fully alarmed with all necessary monitors for continuous operation in transport environment</p> <p>Includes compressor and humidifier</p> <p>Reusable, sterilizable patient masks and / or connectors</p> <p>Suitable for all ages and body weights of patient</p>
TECHNICAL CHARACTERISTICS		
4	Detailed requirements	<p>The equipment should be configured to have pressure and flow triggers as default.</p> <p>Flexible breathing circuit a control system, monitors, and alarms.</p> <p>Microprocessor controlled</p> <p>Time, flow, volume and pressure adjustments with automatic compensation.</p> <p>Automatic self-test and sensor calibration.</p> <p>Automatic leakages compensation.</p> <p>Back-up ventilation in case of apnea during spontaneous mode of ventilation.</p> <p>Communication input and output ports to receive and transfer data, at least RS-232 in/out connections should be available.</p> <p>The equipment should be able to operate with either high and low pressure oxygen sources.</p> <p>The equipment should be able to operate with central gas supply and with medical gas cylinder sources.</p> <p>Type of gasses supported at least: Medical Oxygen and Medical Air.</p>

5	Displayed parameters	<p>LCD/ TFT color graphic high contrast display.</p> <p>Monitor parameters:</p> <ul style="list-style-type: none"> <li>• Oxygen concentration;</li> <li>• Tidal exhaled volume;</li> <li>• Pressure peaks and mean airway pressure;</li> <li>• Respiratory rate;</li> <li>• PEEP – From 0 to 20 mBar (cmH<sub>2</sub>O) (at least);</li> <li>• Exhaled minute volume;</li> <li>• Mean airway pressure;</li> <li>• Occlusion pressure detection;</li> <li>• Air and oxygen pressure;</li> <li>• Spontaneous ventilation;</li> <li>• Leak percentage;</li> <li>• Internal battery charge status.</li> </ul> <p>Real time flow and pressure curves monitoring and visualization, at least 3 simultaneously.</p>
6	User adjustable settings	<p>The following variables should be controllable by the operator:</p> <ul style="list-style-type: none"> <li>a) Tidal volume up to 1,000 mL.</li> <li>b) Pressure (inspiratory) up to 80 cm H<sub>2</sub>O</li> <li>c) Volume (inspiratory) up to 120 L/min</li> <li>d) Respiratory rate: up to 60 breaths per minute.</li> <li>e) SIMV Respiratory Rate: up to 40 breaths per minute.</li> <li>f) CPAP/PEEP up to 20 cm H<sub>2</sub>O.</li> <li>g) Pressure support up to 45 cm H<sub>2</sub>O.</li> <li>h) FiO<sub>2</sub> between 21 to 100 %</li> <li>i) Inspiratory and expiratory times up to at least 2 sec and 8 sec respectively</li> <li>j) I:E Ratio at least from 1:1 to 1:3.</li> </ul> <p>2 Modes of ventilation:</p> <ul style="list-style-type: none"> <li>a) Volume controlled.</li> <li>b) Pressure controlled.</li> <li>c) Pressure support.</li> <li>d) Synchronized intermittent mandatory ventilation (SIMV) with pressure support.</li> <li>e) Assist / control mode</li> <li>f) CPAP/PEEP</li> </ul> <p>Alarms required: FiO<sub>2</sub>, minute volume, pressure, PEEP, apnoea, occlusion, high respiration rate, disconnection</p> <p>System alarms required: power failure, gas disconnection, low battery, vent inoperative, self diagnostics</p> <p>If alarm silencing feature is incorporated, it must be temporary and clearly displayed when activated</p> <p>Air and externally supplied oxygen mixture ratios fully controllable</p> <p>Inlet gas supply (O<sub>2</sub>) pressure range at least 35 to 65 psi</p> <p>Medical air compressor integral to unit, with inlet filter</p>

<b>PHYSICAL/CHEMICAL CHARACTERISTICS</b>		
7	Components	<p>External oxygen supply connection to be secure but easy to fit and release</p> <p>Case to be hard and splashproof</p> <p>Oxygen tube adapter must be compatible with central oxygen system and portable cylinder</p> <p>Supplied in protective case for clean storage and safe transport</p> <p>Panel settings protected from accidental operation</p> <p>Whole unit to be easily portable by hand</p> <p>Unit to be stable when tabletop mounted</p> <p>Controls and displays to be easily visible from the front of the unit in low light levels</p> <p>Mounting device in Emergency Transport</p> <p>Weight not higher than 7 Kg.</p>
8	Mobility, portability	Equipment designed for easy and quick transportation.
<b>UTILITY REQUIREMENTS</b>		
10	Electrical, water and/or gas supply (if relevant)	<p>Power input to be 100 to 240 VAC <math>\pm 10\%</math>, 50/60 Hz 12 to 28 VDC (total range 10.2 to 30.3 VDC) fitted with type C compatible mains plug</p> <p>Maintenance-free rechargeable battery backup operation for minimum 5 hour in the event of mains power failure</p> <p>Low battery indicator required to alert user when on-board battery is low</p> <p>Battery to be recharged automatically when connected to mains power supply</p> <p>Voltage corrector / stabilizer / UPS to allow operation at <math>\pm 30\%</math> of local rated voltage and one hour operation in the event of mains power failure</p> <p>Resettable overcurrent breaker required on both live and neutral supply lines</p> <p>Electrical protection by resettable circuit breakers in both live and neutral supply lines</p> <p>Mains supply cable to be at least 3m in length</p> <p>Charger electrical source requirements: Voltage: 220AC; Frequency: 50Hz; Phases: 1.</p> <p>Protections against over-voltage and over-current line conditions.</p>
<b>ACCESSORIES, CONSUMABLES, SPARE PARTS, OTHER COMPONENTS</b>		
11	Accessories (if relevant)	<p>Breathing masks / tracheostomy connector (two sets)</p> <p>Filters sufficient for two weeks' continuous use</p> <p>Circuit support arm.</p> <p>External power supply.</p> <p>2 oxygen high pressure supply hose.</p> <p>4 reusable adult circuits.</p> <p>4 reusable or disposable pediatric circuits</p>

12	Sterilization process for accessories (if relevant)	
13	Consumables / reagents (if relevant)	
14	Spare parts (if relevant)	Rechargeable batteries with at least the following characteristics: <ul style="list-style-type: none"> <li>• automatic switch from AC power electric-line mode to battery operating mode and vice-versa</li> <li>• equipment able to operate from AC power source and external battery (12V or 24V);</li> <li>• Continuous monitoring working time in battery operating mode with standard ventilation not less than 5 hours;</li> <li>• Integrated batteries charger;</li> <li>• Low battery visual alarm;</li> <li>• 100% high capacity batteries with re-charging time not greater than 5 hours.</li> </ul>
15	Other components (if relevant)	
<b>PACKAGING</b>		
16	Sterility status on delivery (if relevant)	N/A
17	Shelf life (if relevant)	Variable
18	Transportation and storage (if relevant)	N/A
19	Labelling (if relevant)	N/A
<b>ENVIRONMENTAL REQUIREMENTS</b>		
20	Context-dependent requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of -18 to 50 deg C and relative humidity of 15 to 90%.
<b>TRAINING, INSTALLATION AND UTILISATION</b>		
21	Pre-installation requirements	Local clinical staff to affirm completion of installation
22	Requirements for commissioning	Supplier to perform installation, safety and operation checks before handover
23	Training of user/s	Training of users in operation and basic maintenance shall be provided Advanced maintenance tasks required shall be documented
24	User care	Casing to be cleanable with alcohol and chlorine wipes
<b>WARRANTY AND MAINTENANCE</b>		

25	Warranty	24 months
26	Maintenance tasks	
27	Type of service contract	
28	Spare parts availability post-warranty	
29	Software / Hardware upgrade availability	
<b>DOCUMENTATION</b>		
30	Documentation requirements	User, technical and maintenance manuals to be supplied in English and/or Russian language. Certificate of calibration and inspection to be provided. List to be provided of equipment and procedures required for local calibration and routine maintenance List to be provided of important spares and accessories, with their part numbers and cost. Contact details of manufacturer, supplier and local service agent to be provided
<b>DECOMMISSIONING</b>		
31	Estimated Life Span	8 years
<b>SAFETY AND STANDARDS</b>		
32	Risk Classification	Class III (EU, Japan, Canada and Australia)
33	Regulatory Approval / Certification	Must be CE approved product.
34	International standards	ISO 13485:2003 Medical devices -- Quality management systems -- Requirements for regulatory purposes ISO 14971:2007 Medical devices -- Application of risk management to medical devices IEC 60601-1:2012 Medical electrical equipment - Part 1: General requirements for basic safety and essential performance IEC 60601-1-1:2000 Medical electrical equipment - Part 1-1: General requirements for safety - Collateral standard: Safety requirements for medical electrical systems IEC 60601-1-2:2007 Medical electrical equipment - Part 1-2: General requirements for basic safety and essential performance - Collateral standard: Electromagnetic compatibility - Requirements and tests ISO 5356-1:2004 Anaesthetic and respiratory equipment -- Conical connectors -- Part 1: Cones and sockets ISO 80601-2-12:2011 Medical electrical equipment -- Part 2-12: Particular requirements for basic safety and essential performance of critical care ventilators
35	Reginal / Local Standards	EU EN 1789:2007+A2:2014

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36	Regulations	
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## ANNEX 2: Offer Forms

### Supplier's Offer Form

<b>From:</b>	<b>MDS LTD</b>
<b>Supplier's Representative:</b>	Nika Bulia
<b>Title/Position:</b>	Director
<b>Address:</b>	Tskhneti highway 15, Tbilisi, Georgia
<b>Email:</b>	<a href="mailto:david@vivagroup.ge">david@vivagroup.ge</a>

<b>To:</b>	<b>Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia</b>
<b>Purchaser's Representative:</b>	Giorgi Tsotskolauri
<b>Title/Position:</b>	Deputy Minister
<b>Address :</b>	144 Ak. Tsereteli ave., Tbilisi 0119 Georgia
<b>Invitation for Direct Contracting Ref No.:</b>	Covid19/G/DC-01
<b>Date of Offer:</b>	19 May, 2020

Dear Mr. Tsotskolauri:

#### SUBMISSION OF OFFER

##### 1. Conformity and no reservations

In response to the above invitation for direct contracting, we offer to supply the Goods: described in Annex 2.1: Technical Specifications and deliver the Related Services,” as per this invitation subject to any negotiations that may be carried out to finalize the contract.

#### Annex 2.1: Technical Specifications

HAMILTON-T1 INTERNATIONAL (PN 161006 + 161950 CUSTOMIZING INTERNATIONAL)
1X (T1 HW-OPTION UNIVERSAL CONFIGURATION)
1X (T1 SW-OPTION NIV / NIV-ST)
1X (T1 HW-OPTION UNIVERSAL MOUNT)
2X (PATIENT BREATHING SET (A0), HME, ADULT, REUSABLE.)

2X (FLOW SENSOR 1.88M, ADULT, AUTOCLAVABLE)
1X (C1/T1/MR1 EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)
1X (NEO B-SET 1.50M, SINGLE USE (INCL FLOW SENSOR, Y-PIECE AND CONNECTORS)
1X (C1/T1/MR1 NEONATAL EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)
1X (HOSE, OXYGEN SUPPLY, WHITE, ID 6.5 MM, 4M)
1X (PLATFORM C DISS CONNECTOR O2)
1X (ADAPTER, OXYGEN, DISS (FOR US VERSION)
1X (T1/C1 O2 DISS CONNECTOR 90 DEGREES)
1X (POWER CORD, EU ANGLED 2-PIN PLUG (CONTINENTAL EUROPE)
1X (NIV MASKS, SIZE M, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)
1X (T1 CARRYING DEVICE)
1X (T1 WALL MOUNT PLATE)
1X (NIV MASKS, SIZE S, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)

**Note: for more detailed information see the attached file: HAMILTON-T1 Technical specification for SW 2.2.x**

## 2. Eligibility

If awarded the Contract, the Goods and Related Services that we supply shall be sourced from an eligible country.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

## 3. Offered Price

The total price of our offer is 313,476.00 \$.

## 4. Validity of the Offer

Our offer shall be valid until **18.06.2020**.

## 5. Performance Security N/A

## 6. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this offer.

Name of Recipient	Address	Reason	Amount
none	None	none	none

## 7. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject the offer, and
- b. annul the direct contracting process at any time prior to the award of the Contract.

## 8. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Name of the person duly authorized to sign the offer on behalf of the Supplier: **Nika Bulia**

Title of the person signing the offer: **Director**

Signature of the person named above:

Date signed: **20 May, 2020**

# Price Schedules

## Price Schedule 1

Goods to be supplied from outside the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP (Tbilisi, Georgia)	CIP (or FCA as applicable) Price per line item	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in the invitation for direct contracting	Total Price per Line item
	1X HAMILTON-TI INTERNATIONAL (PN 161006 + 161950 CUSTOMIZING INTERNATIONAL)							
	1X (T1 HW-OPTION UNIVERSAL CONFIGURATION)							
	1X (T1 SW-OPTION NIV / NIV-ST)							
	1X (T1 HW-OPTION UNIVERSAL MOUNT)							
	1X (PATIENT BREATHING SET (A0), HME, ADULT, REUSABLE.)							
	1X (FLOW SENSOR 1.88M, ADULT, AUTOCLAVABLE)							
	1X (C1/T1/MR1 EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)							
	1X (NEO B-SET 1.50M, SINGLE USE (INCL FLOW SENSOR, Y-PIECE AND CONNECTORS)							
	1X (C1/T1/MR1 NEONATAL EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)							

	1X (HOSE, OXYGEN SUPPLY, WHITE, ID 6.5 MM, 4M)							
	1X (PLATFORM C DISS CONNECTOR O2)							
	1X (ADAPTER, OXYGEN, DISS (FOR US VERSION)							
	1X (T1/C1 O2 DISS CONNECTOR 90 DEGREES)							
	1X (POWER CORD, EU ANGLED 2-PIN PLUG (CONTINENTAL EUROPE)							
	1X (NIV MASKS, SIZE M, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)							
	1X (T1 CARRYING DEVICE)							
	1X (T1 WALL MOUNT PLATE)							
	1X (NIV MASKS, SIZE S, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)							
		<b>Switzerland</b>	<b>From 16.06.2020 to 23.06.2020</b>	<b>5</b>	<b>15,100.00\$</b>	<b>75,500.00\$</b>	<b>0</b>	<b>75,500.00\$</b>
	<i>1X HAMILTON-TI INTERNATIONAL (PN 161006 + 161950 CUSTOMIZING INTERNATIONAL)</i>							
	1X (T1 HW-OPTION UNIVERSAL CONFIGURATION)							
	1X (T1 SW-OPTION NIV / NIV-ST)							
	1X (T1 HW-OPTION UNIVERSAL MOUNT)							
	1X (PATIENT BREATHING SET (A0), HME, ADULT, REUSABLE.)							
	1X (FLOW SENSOR 1.88M, ADULT, AUTOCLAVABLE)							
	1X (C1/T1/MR1 EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)							
	1X (NEO B-SET 1.50M, SINGLE USE (INCL FLOW SENSOR, Y-PIECE AND CONNECTORS)							

	1X (C1/T1/MR1 NEONATAL EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)							
	1X (HOSE, OXYGEN SUPPLY, WHITE, ID 6.5 MM, 4M)							
	1X (PLATFORM C DISS CONNECTOR O2)							
	1X (ADAPTER, OXYGEN, DISS (FOR US VERSION)							
	1X (T1/C1 O2 DISS CONNECTOR 90 DEGREES)							
	1X (POWER CORD, EU ANGLED 2-PIN PLUG (CONTINENTAL EUROPE)							
	1X (NIV MASKS, SIZE M, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)							
	1X (T1 CARRYING DEVICE)							
	1X (T1 WALL MOUNT PLATE)							
	1X (NIV MASKS, SIZE S, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)							
		Switzerland	From 30.06.2020 to 07.07.2020	5	15,100.00\$	75,500.00\$	0	75,500.00\$
	1X HAMILTON-T1 INTERNATIONAL (PN 161006 + 161950 CUSTOMIZING INTERNATIONAL)							
	1X (T1 HW-OPTION UNIVERSAL CONFIGURATION)							
	1X (T1 SW-OPTION NIV / NIV-ST)							
	1X (T1 HW-OPTION UNIVERSAL MOUNT)							
	2X (PATIENT BREATHING SET (A0), HME, ADULT, REUSABLE.)							
	2X (FLOW SENSOR 1.88M, ADULT, AUTOCLAVABLE)							
	1X (C1/T1/MR1 EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)							

	1X (NEO B-SET 1.50M, SINGLE USE (INCL FLOW SENSOR, Y-PIECE AND CONNECTORS))							
	1X (C1/T1/MR1 NEONATAL EXPIRATORY VALVE WITH MEMBRANE, AUTOCLAVABLE)							
	1X (HOSE, OXYGEN SUPPLY, WHITE, ID 6.5 MM, 4M)							
	1X (PLATFORM C DISS CONNECTOR O2)							
	1X (ADAPTER, OXYGEN, DISS (FOR US VERSION))							
	1X (T1/C1 O2 DISS CONNECTOR 90 DEGREES)							
	1X (POWER CORD, EU ANGLED 2-PIN PLUG (CONTINENTAL EUROPE))							
	1X (NIV MASKS, SIZE M, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)							
	1X (T1 CARRYING DEVICE)							
	1X (T1 WALL MOUNT PLATE)							
	1X (NIV MASKS, SIZE S, ADULT/PEDIATRIC, REUSABLE & NON-VENTED)							
		Switzerland	From 12.08.2020 - to 20.08.2020	10	15,658.00\$	156,580.00\$	0	156,580.00\$
	1X (FLOW SENSOR 1.88M, ADULT, AUTOCLAVABLE)							
	1X (PATIENT BREATHING SET (A0), HME, ADULT, REUSABLE.)							
		Switzerland	From 12.08.2020 - to 20.08.2020	10	589.60\$	5,896.00\$	0	5,896.00\$

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<b>Offered Price (VAT included)</b>	<b>313,476.00 \$</b>
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## Price Schedule 2

### Goods to be supplied from within the Purchaser's country

[illegible]

## Price Schedule 3

### Related Services *[If applicable]*

1		2	3	4	5	6	7
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1	Service	<b>in-person user training or on-line training adequate to meet the needs of all operators.</b>	Georgia	Within 15 days after acceptance of the goods	1	Free	Free
Offered Price							0

## Price Schedule 4

### Total Price

The total cost for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 1	USD 313,476.00
Goods: Price Schedule 2	
Related Services: Price Schedule 3	0
<b>Total Price</b>	<b>USD 313,476.00\$</b>

## Conditions of Contract

<b>1. Definitions</b>	<p>1.1 <i>The following words and expressions shall have the meanings hereby assigned to them:</i></p> <ul style="list-style-type: none"> <li>(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li> <li>(b) “CC” means the Conditions of Contract.</li> <li>(c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(f) “Day” means calendar day.</li> <li>(g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(i) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.</li> <li>(j) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</li> <li>(k) “Purchaser’s Country” is the country specified in the CC 2.</li> <li>(l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.</li> </ul>
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	<p>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the person, private or government entity, or a combination of the above, whose offer to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named in the CC.</p>
<b>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</b>	<p><b>2.1</b> The Purchaser is: <b>Ministry of Internally Displaced Persons from Occupied Territories, Labour, Health and Social Affairs</b></p> <p><b>2.2</b> The Purchaser’s Country is: <b>Georgia</b></p> <p><b>2.3</b> The Project Site(s)/Final Destination(s) is/are: 144, Ak. Tsereteli ave, Tbilisi, Georgia/118, Ak. Tsereteli ave, Tbilisi, Georgia</p>
<b>3. Incoterms</b>	<b>3.1</b> The edition of Incoterms that shall apply is: <b>Incoterm 2010</b>
<b>4. Notices and Addresses for notices</b>	<p><b>4.1</b> Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p>A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p> <p><b><u>Address for notices to the Purchaser:</u></b></p> <p><b>Giorgi Tsotskolauri</b> Deputy Minister 144, Ak. Tsereteli ave. Tbilisi, Georgia Info@moh.gov.ge</p> <p><b><u>Address for notices to the Supplier:</u></b></p> <p><b>David Chachiashvili</b> General Manager Tskhneti highway 15, Bagebi, Tbilisi, Georgia david@vivagroup.ge</p>
<b>5. Governing Law</b>	<b>5.1</b> The Contract shall be governed by and interpreted in accordance with the laws of the purchaser’s country.

<b>6. Settlement of Disputes</b>	<p>6.1 Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication in accordance with the laws of the Purchaser's Country.</p>
<b>7. Shipping and other documents to be provided</b>	<p>7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are: Insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate, weighbill, packing list, invoice.</p> <p>The above documents shall be received by the Purchaser:</p> <p>(i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;</p> <p>(ii) on shipment.</p>
<b>8. Contract Price</b>	<p>8.1 The Contract Price is specified in Price Schedule 4.</p> <p>8.2 The unit prices charged by the Supplier for the Goods supplied and the Related Services as applicable performed under the Contract shall not vary from the prices agreed in the Contract.</p>
<b>9. Terms of payment</b>	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>The Purchaser <i>shall</i> process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.</b></p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in USD [<i>currency of the Contract Price</i>] in the following manner:</p> <p>(i) <b>Advance Payment:</b></p> <p><i>Thirty (30) percent of the Contract Price shall be paid within ten (10) days of signing of the Contract and upon submission of claim and a bank demand guarantee, in the form provided in the request for invitation for direct contracting or another form acceptable to the Purchaser, for equivalent amount valid until</i></p>

	<p><i>the Goods are delivered and in the form of Advance Payment Security provided in the request for invitation for direct contracting or another form acceptable to the Purchaser.</i></p> <p>(ii) <b>On Acceptance:</b> Ninety (90) percent of the Price of the corresponding period shall be paid within fifteen (15) days of receipt of the all the Goods of that period upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in <u>Georgian Lari</u> within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted services have been performed.</p>
<b>10. Taxes and Duties</b>	<p>10.1 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>10.2 For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>10.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
<b>11. Performance Security</b>	<p>11.1 N/A</p>
<b>12. Subcontractors</b>	<p>12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>
<b>13. Specifications and Standards</b>	<p>13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p>

<b>14. Packing, marking and documentation</b>	<p>14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>14.2 The packing, marking and documentation within and outside the packages shall be: <b>refer to the Technical Specifications</b></p>
<b>15. Insurance cover</b>	<p>15.1 The insurance coverage shall be as specified in the Incoterms</p>
<b>16. Transportation</b>	<p>16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Mode of Transport: The main mode of international transport shall be by air.</p>
<b>17. Site of inspections and tests</b>	<p>17.1 The inspections and tests shall be conducted at: <b>118, Ak. Tsereteli ave, Tbilisi, Georgia</b></p>
<b>18. Delivery Date and Completion Date</b>	<p>18.1 The Delivery Date of the Goods shall be:</p> <p>Period-1: From 16.06.2020 to 23.06.2020;</p> <p>Period-2: From 30.06.2020 to 07.07.2020;</p> <p>Period-3: From 12.08.2020 - to 20.08.2020.</p> <p>18.2 The Completion Date of Related Services shall be: <b>within 15 days from the receipt of the Goods (20 Units)</b></p>
<b>19. Liquidated damages and bonuses</b>	<p>19.1 The liquidated damage shall be 1% of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance.</p> <p>The maximum amount of liquidated damages shall be 20% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.</p>

<b>20. Warranty</b>	<p>20.1 The Supplier warrants that all the Goods are new and unused, unless provided otherwise in the Contract.</p> <p>20.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>20.3 The warranty shall remain valid for <b>24</b> months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for <b>25</b> months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be <b>30</b> days.</p> <p>20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: <b>118, Ak. Tsereteli ave. Tbilisi, Georgia</b></p>
<b>21. Copyright</b>	<p>21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
<b>22. Fraud and Corruption</b>	<p>22.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Conditions of Contract.</p> <p>22.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the direct contracting process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
<b>23. Inspections and Audit by the Bank</b>	<p>23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents</p>

		(where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the respect to the direct contracting process or contract execution. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
<b>24. Limitation of Liability</b>	24.1	<p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
<b>25. Force Majeure</b>	25.1	The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, 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.
	25.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.
	25.3	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

	<p>reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<b>26. Termination</b>	<p>26.1 Termination for Default</p> <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.</li> </ul> <p>In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>26.2 Termination for Convenience</p> <ul style="list-style-type: none"> <li>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</li> <li>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser</li> </ul>

	<p>at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"><li>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</li><li>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.</li></ul>

# Attachment A to the Conditions of Contract

## Fraud and Corruption

*(Text in this Appendix shall not be modified)*

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Advance Payment Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**Advance Payment Guarantee No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

**Contract No.:** *[insert Purchaser's reference for the specific Contract]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and Related Services if applicable]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

This guarantee shall expire, at the latest, upon our receipt of a copy of the payment certificate indicating that ninety (90) percent of the Contract Price, has been certified for payment, or on the

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

*[insert day]* day of *[insert month]*, 2*[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***