

Contract

Ref No: COVID19/G/RFQ-04

15 Unit Motor Vehicles Supply

Project: Georgia Emergency COVID-19 Response Project – P173911

Purchaser: Ministry of Internally Displaced Persons from Occupied Territories,
Labour, Health and Social Affairs

Supplier: JV LLC Kia Motors Georgia with GI-TI MOTORS LLC

Country: Georgia

Issued on: September 30, 2020

Contract Agreement

THIS AGREEMENT made the 30th day of September, 2020

BETWEEN

(1) Minister of IDPs from the Occupied Territories, Labour, Health and Social Affairs of Georgia, a and having its principal place of business at Tsereteli Ave. 144, 0159 Tbilisi, Georgia (hereinafter called "the Purchaser"), of the one part, and

(2) JV LLC Kia Motors Georgia (ID 23609667) with GI-TI MOTORS LLC (ID 206276340) incorporated under the laws of Georgia and having its principal place of business at Tbilisi, Davit Agmashenebeli Alley N 197 and Tbilisi, Davit Agmashenebeli Alley N 155 of the other part:

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, **15 Units of Motor Vehicles** and has accepted a quotation by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Award of Contract
- (b) the Supplier's quotation
- (c) Conditions of Contract
- (d) the Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)
- (e) the completed Schedules (including Price Schedules)
- (f) any other document listed as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.

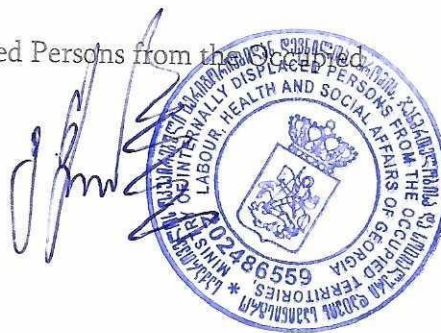
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Georgia on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: Giorgi Tsotskolauri

In the capacity of the Deputy Minister of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia.



For and on behalf of the Supplier:

Signed: *George Amashukeli*

in the capacity of JV KIA MOTORS GEORGIA LLC with GT MOTORS LLC



George Amashukeli

Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "CC" means the Conditions of Contract.

(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.

(d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(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.

(f) "Day" means calendar day.

(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.

(h) "CC" means the Conditions of Contract.

(i) "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.

(j) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them.

(k) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.

(l) "Purchaser's Country" is the country specified in the CC 2.

(m) "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.

(n) "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.

(o) "Supplier" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract

		has been accepted by the Purchaser and is named as such in the Contract Agreement.
		(p) "The Project Site," where applicable, means the place named in the CC.
2. Purchaser, Purchaser's Country, Project Site/Final Destination	2.1	The Purchaser is: Ministry of Internally Displaced Persons from Occupied Territories, Labour, Health and Social Affairs
	2.2	The Purchaser's Country is: Georgia
	2.3	Consignee on behalf of the purchaser: Medical and pharmaceutical Activity Regulation Agency
	2.4	The Project Site(s)/Final Destination(s) is/are: 144, Ak. Tsereteli Ave. Tbilisi 0119
3. Incoterms	3.1	The edition of Incoterms that shall apply is: Incoterms 2020, DDP
4. Notices and Addresses for notices	4.1	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. <u>Address for notices to the Purchaser:</u> Giorgi Tsotskolauri Deputy Minister Address: 144, Ak. Tsereteli ave. gtotskolauri@moh.gov.ge info@moh.gov.ge <u>Address for notices to the Supplier:</u> George Amashukeli Director KIA MOTORS GEORGIA LLC 197 Davit Agmashenebeli alley, Saburtalo District, 0131 Tbilisi, Georgia Director@kiamotors.ge ; info@kiamotors.ge
5. Governing Law	5.1	The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country.
6. Settlement of Disputes	(a)	Contracts with Supplier national of the Purchaser's Country: 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.
7. Shipping and other documents	7.1	The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and

to be provided	<p>Completion Schedule specified in the Schedule of Requirements.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are: way bill, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, if any, Supplier's factory shipping details.</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>
8. Contract Price	<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 performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser</p>
9. Terms of payment	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>The Purchaser <i>shall not</i> process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country:</p> <p>Payment of foreign currency portion shall be made in GEL with fixed foreign exchange rate set forth by the National Bank of Georgia on the day of subscription Way bill as follows:</p> <p>Advance Payment: Forty (40) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract and upon submission of claim and a bank demand guarantee for equivalent amount valid until the Goods are delivered.</p> <p>On Acceptance: The remaining sixty (60) percent of the Contract Price shall be paid to the Supplier within fifteen (15) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p> <p>Forty (40) percent of the Contract Price (advance payment) will be recovered from the final payment.</p> <p>A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms).</p> <p>In case the bank issuing the required guarantee is located outside Georgia, such bank shall have a correspondent banking institution located in the territory of Georgia to make it enforceable.</p>

10. Taxes and Duties	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.
	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.
	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.
11. Performance Security	11.1	Not Required
12. Subcontractors	12.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13. Specifications and Standards	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.
14. Packing, marking and documentation	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.
	14.2	The packing, marking and documentation within and outside the packages shall be: Refer to the Technical Specifications.
15. Insurance cover	15.1	The insurance coverage shall be as specified in the Incoterms.
16. Transportation	16.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
		Mode of Transport: The main mode of international transport shall be by air.

17. Site of inspections and tests	1	The inspections and tests shall be conducted: before shipment and on delivery.
18. Delivery Date and Completion Date	18.1	The Delivery Date of the Goods shall be: as specified in Price Schedule N1 and in the Minutes on negotiation
	18.2	The Completion Date of Related Services shall be: as specified in Price Schedule N3
19. Liquidated damages and bonuses	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. The maximum amount of liquidated damages shall be 10% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
20. Warranty	20.1	The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	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.
	20.3	The warranty shall remain valid as it is specified in 1.3 Technical Specifications.
	20.4	The period for repair or replacement after being notified of the defect by the Purchaser shall be thirty (30) days.
	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.
	20.6	For purposes of the warranty, the place(s) of final destination(s) shall be: Tbilisi, Georgia 144, Ak. Tsereteli Ave. Tbilisi 0119
21. Copyright	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.
22. Fraud and Corruption	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

	<p>Framework, as set forth in Attachment A 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 request for quotations 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>
23. Inspections and Audit by the Bank	<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 (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 request for quotations process and/or execution of Contract. 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).</p>
24. Limitation of Liability	<p>24.1 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>
25. Force Majeure	<p>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.</p> <p>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.</p>

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 reasonable alternative means for performance not prevented by the Force Majeure event.

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.

26. Termination

26.1 Termination for Default

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:

(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;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.

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.

26.2 Termination for Convenience

(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.

(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 at the Contract terms and prices. For the remaining Goods, the

		<p>Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p>
27. Forced Labor	<p>27.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.</p> <p>27.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>	
28. Child Labor	<p>28.1 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>28.2 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. 	

29. Health and safety obligations	29.1 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
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1.3 Technical Specifications

1. *Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

N	Name of Goods or Related Service	Technical Specifications and Standards	Offered Technical Specifications and Standards
1	category	Sedan	Sedan - Kia Cerato
2	Quantity	9 (Nine) units	9 (Nine) units
3	condition of car	New, Manufacturing year – not less than 2019	New, Manufacturing year – 2020
4	fuel type	Turbo Diesel engine between 2.0 – 2.5 liter or a gas engine between 1.8 – 2.5 liter	Gas engine 2.0 liter
5	Transmission	Automatic or Tiptronic gearbox	Tiptronic gearbox
6	Drive wheels	4x4 or front	front
7	doors	The vehicle shall come equipped with 4/5 doors and central door locking	4 doors, central door locking and keyless entry system with foldable key
8	seat belts	The driver and all passengers shall have seat belts provided.	The driver and all passengers have seat belts
9	wheel	Left wheel	Left wheel
10	spare tire	The vehicle must be fitted with one (1) spare tire per vehicle, the same size as the vehicle.	Spare tire per vehicle, the same size as the vehicle
11	exterior color	Black/white/Silver/Grey	Black/white/Silver/Grey at purchasers choice
12	Interior color	Black/Silver/Grey/Beige	Black
13	Airbags	The vehicle shall come equipped with Airbags 4-15	6 Airbags
14	Anti-lock braking system (ABS)	The vehicle shall come equipped with ABS.	ABS
15	Windows	The vehicle shall come equipped with electric powered windows for all passengers (rear and front).	electric powered windows for all passengers (rear and front)
16	Climate Control	The vehicle shall come equipped with climate control.	climate control.

17	Rims	Aluminum	Aluminum
18	Navigation system	Preferable	Audio system with touch screen monitor and smart phone connectivity feature Apple Car Play and Android Auto availability to use navigation maps from smart phone
20	On-board computer	Preferable	Yes
21	The vehicle shall come equipped with Power Assisted Steering	Yes	Yes MDPS (Speed dependent power steering)
22	Vehicles shall be equipped with an exhaust filtration system (catalyst), the technical characteristics of which shall be line with the Resolution N 510 of the Government of Georgia.	Yes	Yes
23	Seat heater	Yes	Yes
24	Parking control	Preferable	Parking control + rear view camera
25	Fire extinguisher	Fire extinguisher, 1 kg. min.	Fire extinguisher, 1 kg
26	First Aid Kit	Yes	Yes
27	Emergency stop sign	Yes	Yes
28	Warranty and standards	Manufactured year – not less than 2019	Manufactured year – 2020
		The vehicle shall be brand new (not being under exploitation)	New (not being under exploitation)
		All goods and materials incorporated in the goods should be new and unused.	New, unused
		All materials and equipment shall meet the appropriate international standards (ISO) or approved similar with regard to material, quality, workmanship and performance	All materials quality, workmanship performance and equipment of offered goods meet appropriate international standards
		Warranty – on engine and gearbox warranty period shall be for the minimum of 2 year and/or 100,000.00 KM	Warranty – on engine and gearbox warranty period 5year or 150,000.00 KM
		Warranty and after warranty period service availability in Georgia, at least two Service Centers one in Tbilisi and one in Western Georgia	Warranty and after warranty period service availability in Georgia, two Service Centers one in Tbilisi and one in Batumi

2. Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

N	Name of Goods or Related Services	Technical Specifications and Standards	Offered Technical Specifications and Standards
1	category	SUV (sport utility vehicle)	SUV (sport utility vehicle) -Kia Sportage
2	Quantity	5 (Five) units	5 (Five) units
3	condition of car	New. Manufacturing year – not less than 2019	New. Manufacturing year – 2020
4	fuel type	Diesel engine between 2.0 – 2.5 liter or It shall have a gas engine between 2.0 – 3.0 liter	Gas engine between 2.0 liter
5	Transmission	Automatic or Tiptronic gearbox	Tiptronic gearbox
6	Drive wheels	4X4	4X4
7	doors	The vehicle shall come equipped with 4/5 doors and central door locking	4/5 doors, central door locking and keyless entry system with foldable key
8	seat belts	The driver and all passengers shall have seat belts provided.	The driver and all passengers have seat belts
9	wheel	Left wheel	Left wheel
10	spare tire	The vehicle must be fitted with one (1) spare tire per vehicle, the same size as the vehicle	Spare tire per vehicle, the same size as the vehicle
11	exterior color	Black/white Silver/Grey	1 Silver 2 Grey the rest at purchasers choice Black/white Silver/Grey
12	Interior color	Black/ Silver/Grey /Beige	Black
13	Air bags	The vehicle shall come equipped with Airbags 4-16	6 Airbags
14	Anti lock braking system (ABS)	The vehicle shall come equipped with ABS.	ABS
15	Windows	The vehicle shall come equipped with electric powered windows for all passengers (rear and front).	electric powered windows for all passengers (rear and front)
16	Climate Control	The vehicle shall come equipped with climate control.	Climate control.

17	Rims	Aluminum	Aluminum
18	Navigation system	Yes	Audio system with touch screen monitor and smart phone connectivity feature Apple Car Play and Android Auto availability to use navigation maps from smart phone
20	On-board computer	Yes	Yes
21	The vehicle shall come equipped with Power Assisted Steering	Yes	Yes MDPS (Speed dependent power steering)
22	Vehicles shall be equipped with an exhaust filtration system (catalyst), the technical characteristics of which shall be line with the Resolution N 510 of the Government of Georgia.	Yes	Yes
23	Seat heater	Yes	Yes
24	Parking control	Yes	Parking control + rear view camera
25	Fire extinguisher	Fire extinguisher, 1 kg. min.	Fire extinguisher, 1 kg
26	First Aid Kit	Yes	Yes
27	Emergency stop sign	Yes	Yes
28	Warranty and standards	Manufactured year – not less than 2019	Manufactured year – 2020
		The vehicle shall be brand new (not being under exploitation)	New (not being under exploitation)
		All goods and materials incorporated in the goods should be new and unused.	New, unused
		All materials and equipment shall meet the appropriate international standards (ISO) or approved similar with regard to quality, workmanship and performance	All materials quality, workmanship performance and equipment of offered goods meet appropriate international standards
		Warranty – on engine and gearbox Warranty period shall be for the minimum of 2 year and/or 100,000.00 KM	Warranty – on engine and gearbox warranty period 5 year or 150 000.00 KM
		Warranty and after warranty period service availability in Georgia, at least two Service Centers one in Tbilisi and one in Western Georgia	Warranty and after warranty period service availability in Georgia, two Service Centers one in Tbilisi and one in Batumi

3. Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

N	Name of Goods or Related Service	Technical Specifications and Standards	Offered Technical Specifications and Standards
1	category	Pickup	Ford Ranger (Pickup)
2	Quantity	1 (One) unit	1 (One) unit
3	condition of car	New, Manufacturing year – not less than 2019	New, Manufacturing year – 2020
4	fuel type	Turbo diesel engine between 2,5 – 3,5 liter	Turbo diesel engine between 3.2 liter
5	Transmission	Automatic or Tiptronic or manual gearbox	6 speed Automatic gearbox
6	Drive wheels	4X4	4X4
7	doors	The vehicle shall come equipped with 4/5 doors and central door locking	The vehicle has 4/5 doors and central door locking system. (key less entry)
8	seat belts	The driver and all passengers shall have seat belts provided.	The driver and all passengers have seat belts
9	wheel	Left wheel	Left wheel
10	spare tire	The vehicle must be fitted with one (1) spare tire per vehicle, the same size as the vehicle	The vehicle is fitted with one (1) spare tire. the same size as the vehicle
11	exterior color	Black/White/Silver/Grey	silver
12	Interior color	Black/ Silver/Grey/Beige	Black
13	Airbags	The vehicle shall come equipped with Airbags 4-16	7 airbag
14	Anti-lock braking system (ABS)	The vehicle shall come equipped with ABS.	With Anti -Lock Brakes (ABS) and ESP
15	Windows	The vehicle shall come equipped with electric powered windows for all passengers (rear and front).	Electric powered windows front and rear
16	Climate Control	The vehicle shall come equipped with climate control.	2 zone climate control

17	Rims	Aluminum	17 inch aluminum (alloy)
18	Navigation system	Yes	Yes by phone
20	On-board computer	Yes	touch screen, 8 inch sensor display
21	The vehicle shall come equipped with Power Assisted Steering	Yes	Electric power assisted steering
22	Vehicles shall be equipped with an exhaust filtration system (catalyst), the technical characteristics of which shall be in line with the Resolution N 510 of the Government of Georgia.	Yes	Accordance with the Resolution N 510 of the Government of Georgia.
23	Seat heater	Yes	Front seats
24	Parking control	Yes	Rear parking control
25	Fire extinguisher	Fire extinguisher, 1 kg. min.	Fire extinguisher, 1 kg.
26	First Aid Kit	Yes	yes
27	Emergency stop sign	Yes	yes
28	Warranty and standards	Manufactured year – not less than 2019	Manufactured year 2020
		The vehicle shall be brand new (not being under exploitation)	new
		All goods and materials incorporated in the goods should be new and unused.	yes
		All materials and equipment shall meet the appropriate international standards (ISO) or approved similar with regard to material, quality, workmanship and performance	yes
		Warranty – on engine and gearbox warranty period shall be for the minimum of 2 year and/or 100,000.00 KM	Warranty – on engine and gearbox warranty 2 with unlimited mileage
		Warranty and after warranty period service availability in Georgia, at least two Service Centers one in Tbilisi and one in Western Georgia	Service available : Tbilisi Batumi

There is a growing concern in the United States that the country

[illegible]

Quotation for Related Services: Price Schedule 3

Service [Insert Service No]	Description of Service	Quantity required	Physical Unit [insert physical unit for the items]	Place where services shall be performed [insert name of the Place]	Completion Period of Services [insert no. of days such as from Delivery Period or receipt of Goods, as appropriate]
1	Insert description of Related Services/ in person user training	1	1	107 Davit Agmashenebeli office, Saburtalo District, 0131 Tbilisi, Georgia	Within 5 days from the acceptance of the goods

Total Quotation: Price Schedule 4

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

Price Schedule	Amount
Goods: Price Schedule 1	379 240,00 USD
Goods: Price Schedule 2	
Related Services: Price Schedule 3	
Total Quotation	379 240,00 USD

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 c. below.
- vi. 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;¹ (ii) to be a nominated² 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 inspect³ 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.

¹ 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/or entering into an addendum or amendment introducing a material modification to any existing contract.

² 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.

³ 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) relevant and pertinent for the investigation/audit, and making copies thereof as relevant; interviewing staff and other key personnel; performing physical inspections and site visits; and obtaining third party verification of information.