

# LEPL NATIONAL AGENCY OF PUBLIC REGISTRY OF GEORGIA (NAPR)



## Contract

Irrigation and Land Market Development Project (ILMDP) – Land Market  
Development Component  
Project ID: P133828

### **Non-Consulting Services:**

**Manglisi Land Registration Services - Technical Fieldwork**  
**# LMDC/NCS/NCB/02-1**

**Service Provider: GIS & RS Consulting Center GeoGraphic LLC (Georgia)**

Tbilisi, Georgia  
July 12, 2017

# Contract Agreement

## LUMP-SUM REMUNERATION

### Manglisi Land Registration Services - Technical Fieldwork

#### # LMDC/NCS/NCB/02-1

This CONTRACT (hereinafter called the “Contract”) is made on *July 12, 2017*, between, on the one hand, *LEPL National Agency of Public Registry of Georgia (NAPR)* (hereinafter called the “Employer”) and, on the other hand, *GIS & RS Consulting Center GeoGraphic LLC (Georgia) (ID num.: 204920309)* (hereinafter called the “Service Provider”).

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of *GEL 175,230.00 (One hundred seventy five thousand two hundred thirty and 00/100 Georgian Lari) including 18% of VAT;*
- (c) the Employer has received a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the credit or have any claim to the loan credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Forms of Quotation;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Priced Activity Schedule; and
- (f) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of ***LEPE National Agency of Public Registry of Georgia (NAPR)***

  
\_\_\_\_\_  
Mr. Vakhtang Shavgulidze, Head of Procurement Unit of NAPR

For and on behalf of ***GIS & RS Consulting Center GeoGraphic LLC (Georgia)***

  
\_\_\_\_\_  
Mr. George Gotsiridze, Director



საქართველოს იუსტიციის სამინისტრო  
საჯარო რემესტრის ეროვნული სააგენტო

№ 244587

„26„ 06 2017.

**Notification of Award - Letter of Acceptance**

**To: GIS & RS Consulting Center GeoGraphic LLC (Georgia)**

Address: 27 Gamsakhurdia Ave., 0160 Tbilisi, Georgia

Dear Mr. George Gotsiridze,

This is to notify you that your Bid dated June 12, 2017 for execution of the Manglisi Land Registration Services - Technical Fieldwork (#LMDC/NCS/NCB/02-1) for the Contract Price of the equivalent of **GEL 175,230.00 (One hundred seventy five thousand two hundred thirty and 00/100 Georgian Lari) including 18% of VAT**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

This is the condition that prior to contract signature, you are requested to submit detailed work methodology and CV of lawyer under the project with relevant qualification and experience acceptable to the Employer.

Please return the attached Contract dully signed.

Sincerely,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: Vakhtang Shavgulidze, Head of Procurement Unit of NAPR

Name of Agency: LEPL National Agency of Public Registry of Georgia (NAPR)

Attachment: Contract



## Letter of Bid

**Date of this Bid submission:** 12 June 2017

**IFB No.:** # LMDC/NCS/NCB/02-1

To: LEPL National Agency of Public Registry of Georgia (NAPR)

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: Manglisi Land Registration Services - Technical Fieldwork;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:  
Total price is: one hundred seventy-five thousand two hundred thirty Lari (GEL 175230).
- (f) **Discounts:** The discounts offered and the methodology for their application are:
  - (i) The discounts offered are:
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;



- (j) **Suspension and Debarment:** 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 Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution;
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: None

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate "none.")*

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive; and
- (o) **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.

**Name of the Bidder:** GIS and RS Consulting Center GeoGraphic LLC

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** George Gotsiridze

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

**Signature of the person named above:**

12 June, 2017



## Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <i>Georgia</i> .”
1.1(a)	The Adjudicator is: <i>Mr. Paata Salia Office located at #4 Shio Mghvimeli Str, Tbilisi 0161, Georgia</i>
1.1(e)	The contract name is: <i>Manglisi Land Registration Services - field work (ref. No. LMDC/NCS/NCB/02-1)</i>
1.1(h)	The Employer is: <i>LEPL National Agency of Public Registry of Georgia (NAPR)</i>
1.1(p)	The Service Provider is: <i>GIS &amp; RS Consulting Center GeoGraphic LLC (Georgia)</i>
1.2	The Applicable Law is: <i>Georgia</i>
1.3	The language is: <i>English</i>
1.4	<p>The addresses are:</p> <p>Employer: <i>LEPL National Agency of Public Registry of Georgia (NAPR)</i></p> <p>Attention: <i>Mr. Vakhtang Shavgulidze – Head of Procurement Unit of NAPR</i></p> <p>Tel: <u><i>(+995 32) 2 25 15 28</i></u></p> <p>Facsimile: <u><i>N/A</i></u></p> <p>Service Provider: <i>GIS &amp; RS Consulting Center GeoGraphic LLC</i></p> <p>Attention: <i>Mr. George Gotsiridze, Director</i></p> <p>Tel: <u><i>(+995 32) 2 38 25 42</i></u></p> <p>Facsimile: <u><i>N/A</i></u></p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <i>Mr. Vakhtang Shavgulidze – Head of Procurement Unit of NAPR</i></p> <p>For the Service Provider: <i>Mr. George Gotsiridze, Director of GIS &amp; RS Consulting Center GeoGraphic LLC</i></p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	The date on which this Contract shall come into effect is: <i>date of contract signing by both parties</i>
2.2.2	The Starting Date for the commencement of Services is: <i>5 day after contract effectiveness.</i>
2.3	The Intended Completion Date is: <i>for fieldwork 90 days from commencement date and the contract is valid for 160 days from commencement date.</i>
2.4.1	Not Applicable
3.2.3	Activities prohibited after termination of this Contract are: <i>None</i>
3.4	Not Applicable
3.5(d)	The other actions are: <i>None</i>
3.7	Restrictions on the use of documents prepared by the Service Provider are: <i>N/A</i>
3.8.1	The liquidated damages rate is <i>0.05%</i> of the final Contract Price per day The maximum amount of liquidated damages for the whole contract is <i>5%</i> percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is <i>5%</i> .
3.9	The Performance security amount is: (a) Bank Guarantee: <i>10% of the total Contract Price.</i> <i>A Bank Guarantee shall be unconditional (on demand)</i>
5.1	The assistance and exemptions provided to the Service Provider are: <i>None</i>
6.2(a)	The amount in Georgian Lari (GEL) is: <i>GEL 175,230.00 (One hundred seventy five thousand two hundred thirty and 00/100 Georgian Lari) including 18% of VAT.</i>
6.3.2	The performance incentive paid to the Service Provider shall be: <i>N/A</i>



<p><b>6.4</b></p>	<ul style="list-style-type: none"> <li>➤ Advance for Mobilization, Materials and Supplies: 10% percent of the Contract Price shall be paid after submission of a bank guarantee for the same. The Service Provider shall submit an Unconditional Bank Guarantee in a form and by a bank acceptable to the Client in amount and currency equal to the advance payment. The advance payments will be set off by the Employer in one installment against the last statement of completion of the assignment and submission of final documents as indicated below. The Guarantee shall remain effective until the advance payment has been fully set off.</li> <li>➤ 10% of total lump-sum amount shall be paid upon completion survey and delivery of completed blocks composed of at least 400 land plots indicated in Timeline for data delivery and submission as per terms of reference and only after verification by the Employer;</li> <li>➤ 30% of total lump-sum amount shall be paid upon completion survey and delivery of completed blocks composed of at least 1600 land plots indicated in Timeline for data delivery and submission as per terms of reference and only after verification by the Employer;</li> <li>➤ 60% of total lump-sum amount shall be paid for all remaining plots surveyed and delivered, plots indicated in Timeline for data delivery and submission, along with all previous corrected/amended land plots (if any), acceptable to the Employer, which the Employer can classify into one of the following category: <ul style="list-style-type: none"> <li>• Registered - Decision on registration. The registration duration is 30 days after submission of final documents for each area acceptable to the Employer.</li> <li>• Information on the person’s right to apply for a land title.</li> <li>• Existence of all necessary data for submission of an application to Commission for Recognition of Titles to Illegally Occupied (Squatted) Land established at the governing body of the relevant municipality to review this issue within their competence.</li> <li>• Registration of conditional applications in the electronic program by NAPR as specified in the Instruction for Public Registry.</li> <li>• And/or if there is any objective circumstances hampering the rights of registration, which is not caused by the Service Provider fault and could not be considered by the Service Provider.</li> </ul> </li> </ul> <p><b><u>Total payments shall not exceed 100% of total contract amount.</u></b></p>
<p><b>6.5</b></p>	<p>Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4.</p> <p>The interest rate is: <i>0.01% of unpaid amount per each day of delay.</i></p>
<p><b>6.6.1</b></p>	<p>Not Applicable</p>

<p><b>7.1</b></p>	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p><u>For each stage, the Employer will inspect at least 10% of the documents submitted by the Service Provider and in case the rejected documents by the Employer will be more than 3% of the total number of plots for each deliverable, the Service Provider will be requested to re-submit of whole packages within 7 calendar days on Service Provider’s own expenses.</u></p> <p>The Defects Liability Period is: <b><i>None</i></b></p>
<p><b>8.2.3</b></p>	<p>The Adjudicator is: <i>Mr. Paata Salia</i>. Who will be paid a rate of USD 150 equivalent in local currency at the date of payment using exchange rate of National Bank of Georgia (nbg.ge) per hour of work.</p>
<p><b>8.2.4</b></p>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p>In accordance with the Georgian legislation.</p> <p>Institution whose arbitration procedures shall be used and the place of arbitration shall be: Dispute Resolution Center Ltd. (the DRC), 71 Vaja-Pshavela ave., Tbilisi, Georgia</p>
<p><b>8.2.5</b></p>	<p>The designated Appointing Authority for a new Adjudicator is:</p> <p>Dispute Resolution Center Ltd. (the DRC)  Address: 71 Vaja-Pshavela ave., Tbilisi, Georgia  Tel: (995 32) 2 207 327  E-mail: info@drc-arbitration.ge</p>

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# General Conditions of Contract

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## General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) Not Applicable;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s Country;
- (l) Not Applicable;
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members”

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means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’s rights and obligations towards the Employer under this Contract;

- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s Country.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a

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particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 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).
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be



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liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

### **2.4.1 Value Engineering**

Not Applicable

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

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**2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than ten (10) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within seven (7) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix A to the GCC, in competing for or in executing the Contract

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Suspension of Loan or Credit**

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

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**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

##### **3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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**3.2.3 Prohibition of  
Conflicting  
Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

**3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

**3.4 Insurance to be  
Taken Out by the  
Service Provider**

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Provider's  
Actions Requiring  
Employer's Prior  
Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

**3.6 Reporting  
Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

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**3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

**3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

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**3.10 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 Appendix to the GCC.

The Employer 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 bidding 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.

**3.11 Sustainable Procurement**

Not Applicable.

**4. Service Provider’s Personnel**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

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## 5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix A (Description of Services).

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in Georgian Lari (GEL) for entire Contract is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.
- 6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC,** the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the



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Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments**

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

**6.6 Price Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment

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made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## **6.7 Dayworks**

- 6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## **7. Quality Control**

### **7.1 Identifying Defects**

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### **7.2 Correction of Defects, and Lack of Performance Penalty**

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

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## 8. Settlement of Disputes

### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

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# Fraud and Corruption

## 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines (refers to the Guidelines indicated in the Project Financing Agreement) 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, 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.

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- 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 (i) 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, 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 submission of bids and contract performance, 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.

### Activity Schedule

	Currency: Georgian lari (GEL)				Date: 12 June 2017 IFB No: # LMDC/NCS/NCB/02-1 Alternative No: _____ Page N1 of 1	
1	2	3	4	5	6	7
Service No	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Manglisi Land Registration Services - field work	Lump-sum		1	148500	148500
Total Price in GEL						148500
VAT %						26730
Grant Total including VAT						175230

Name of the Bidder: GIS and RS Consulting Center GeoGraphic LLC

Name of the person duly authorized to sign the Bid on behalf of the Bidder: George Gotsiridze

Title of the person signing the Bid: Director

Signature of the person named above:

12 June, 2017



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## Appendices

### Appendix A - Description of the Services

#### Abbreviations

ASCII	American Standard Code of Information Interchange
BTI	Bureau of Technical Inventory
CV	Curriculum Vita
EOI	Expression of Interest
GGD	Geodesy and Geoinformation Department
GIS	Geographic Information System.
GNSS	Global Navigation Satellite System
GoG	Government of Georgia
GPS	Global Positioning System
ID	Identification Data
IDP	Internally Displaced Person
ILMDP	Irrigation and Land Market Development Project
KfW	Kreditanstalt für Wiederaufbau
LPRRC	Local Property Rights Recognition Commission
MWG	Municipal Working Group
NAG	National Archives of Georgia
NAPR	National Agency of Public Registry
PD	Public Display
PDF	Portable Document Format
PPCT	Pilot Project Core Team
PRD	Property Registration Department
PSDA	Public Service Development Agency
SHP	Shape Format
TOR	Terms of Reference
UNDP	United Nations Development Programme
USAID	United States Agency for International Development
UTM	Universal Transverse Mercator
WB	World Bank
WGS84	World Geodetic System 1984
XLSX	Excel Microsoft Office Open Extensible Markup Language Format



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## **1. Project Description**

The objective of the Irrigation and Land Market Development Project for Georgia is to improve delivery of irrigation and drainage services and develop improved policies and procedures as a basis for a national program of land registration.

The Project consists of three components: Component 1 - Irrigation and Drainage Improvement; Component 2 - Land Market Development; Component 3 - Project Management.

The Land Market Development component implemented by the Ministry of Justice through the National Agency for Public Registry will finance the pilot phase of a land registration program designed to redefine and test the policies and procedures for registration of agricultural land. The pilot will inform the design of a national land registration program.

The pilot phase will implement the new law on systematic and sporadic registration<sup>1</sup> designed to resolve several overarching challenges to land registration in Georgia, such as: incomplete documentation, unofficial transactions, boundary disputes, actual occupation deviating from ownership documentation, unregistered state-owned lands etc.

The registration data from previous land projects are considered not reliable and NAPR developed a systematic registration program to survey and create a seamless database of land records across the country while also completing the cadastral mapping process.

Prior to the national rollout, a pilot project will conduct surveying and proactive land registration activities in 11 pilot areas consisting of 12 settlements across Georgia selected to represent geographic variety and land tenure situations in the country and grouped in 5 lots. The pilot project is aimed at carrying out systematic land registration in the pilot areas.

## **2. Objective of the Pilot Project**

The pilot project is aimed at carrying out systematic land registration in the pilot areas. The process will include full cadastral survey and creation of a database of all privately owned land, land owned by the GoG, and land owned by the municipality. The pilot should resolve data inconsistencies caused by missing or incorrect cadastral information and unspecified cadastral data, and will provide NAPR with information in order to:<sup>2</sup>

- Ascertain compliance of the cadastral data with the actual location of the land plots.
- Ensure compliance of the unspecified land plot cadastral data registered in the public registry with the requirements of the laws in Georgia.
- Ensure compliance of the specified land plot cadastral data registered in the public registry with the actual location of the land plots and make relevant correction in line with the procedure prescribed by the laws in Georgia.

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<sup>1</sup>Law on Special Procedures for Systematic and Sporadic Registration of Land Titles under the State Project and Improvement of Cadastre Data.

<sup>2</sup>Law on Systematic and Sporadic Registration, Article 2.

Table 1 Pilot project areas and settlements.

No	Municipality	Settlement
1	Dedoplistskaro	Arboshiki
2	Dedoplistskaro	Arkhiloskalo
3	Gori	Karaleti
4	Gurjaani	Jimti
5	Sagarejo	Mzisguli (Bogdanovka)
6	Martvili	Vedidkari
7	Mestia	Lakhamula
8	Mtskheta	Saguramo
9	Shuakhevi	Daba Shuakhevi
10	Tetritskaro	Daba Manglisi
11	Tianeti	Zaridzeebi
12	Vani	Salkhino

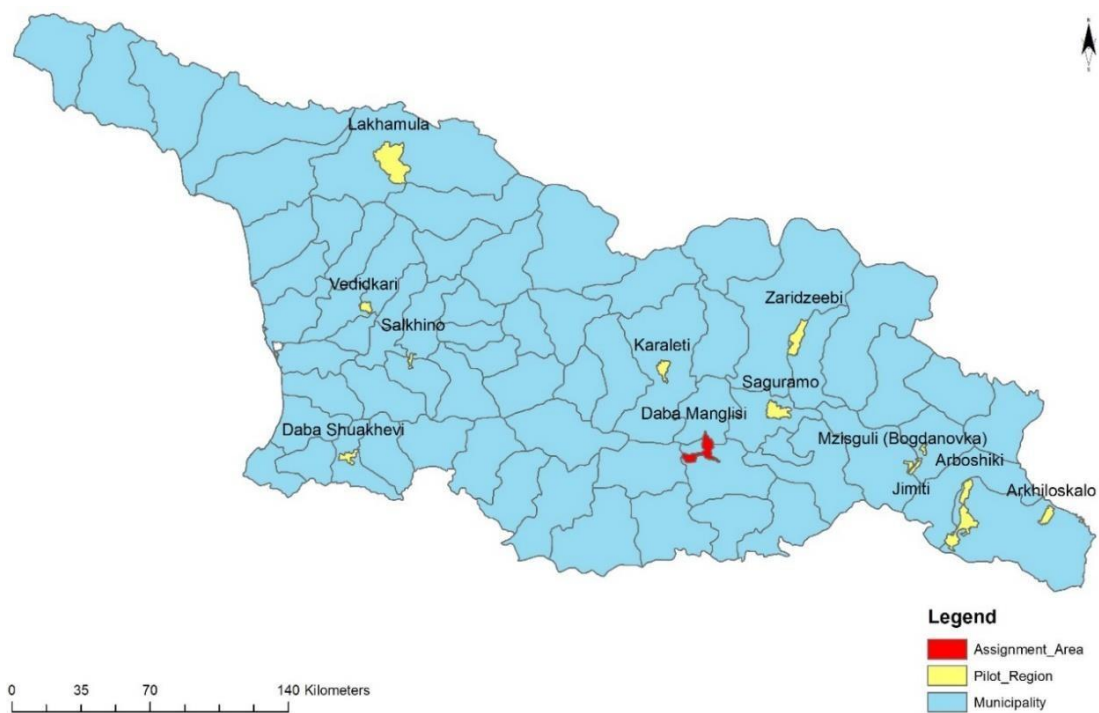


Figure 1 Location of pilot project areas and settlements.

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Under the pilot project, NAPR on its own initiative will specify the land plots registered with unspecified data and will register changes based on the cadastral maps/measurement plans prepared according to the current legislation ensuring involvement of all interested persons in the administrative proceedings.

### **3. Roles and Responsibilities**

#### **3.1. Stakeholders**

Stakeholders of the pilot project are: Pilot Project Core Team, municipal representative, Mediator/Notary Mediator, Local Property Rights Recognition Commission, interested persons, contractor, government institutions including municipalities<sup>3</sup>, Ministry of Economy, National Archives of Georgia, Revenue Service and National Agency of Public Registry.

#### **3.2. Pilot Project Core Team**

The Pilot Project Core Team (Table 2) under the Management Department of NAPR supervises all field personnel and activities in the pilot project areas, including the project monitoring and evaluation.

Table 2. Pilot Project Core Team.

Project Manager
Finance Manager
Assistant to Project Manager
Procurement Specialist
Lawyer
Surveyor
Program Developer
Regional Facilitator

##### **3.2.1. Project Manager**

The Project Manager performs strategic planning and policy development and supports NAPR, Ministry of Justice and other concerned authorities in their strategic planning and policy

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<sup>3</sup>The term refers to district level municipalities.

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development related to pilot land registration. He/she leads project planning, budgeting, financial planning, reporting in compliance with audit requirements, procurement, project implementation, staffing and logistics in accordance with the Project Financing Agreement and WB procedures; organizes and implements project monitoring and evaluation activities and ensures timely implementation of baseline and repeat surveys; establishes a reporting system in line with the Project Results Framework and prepares bi-annual and annual reports to the WB in line with progress against stated indicators.

### **3.2.2. Finance Manager**

The Finance Manager is responsible for financial management and disbursement of funds in accordance with requirements of GoG and WB. He/she maintains project accounting system; prepares financial reports; monitors financial implementation of contracts; prepares invoices for payment, reports, budgets, accounts, commentaries and financial statements.

### **3.2.3. Assistant to Project Manager**

Assists the Project Manager in professional project management internally and externally; provides general administrative support; helps produce plans and reports, organizes and maintains project files.

### **3.2.4. Procurement Specialist**

The Procurement Specialist is in charge of all procurement of goods, works, non-consulting and consultant services for the ILMDP. He/she establishes project procurement systems; undertakes procurement planning and implementation including legal and commercial contract aspects of; prepares procurement documents, including procurement plans, procurement schedules, legal agreements, and contracts for goods, civil works and services; ensures timely publication of procurement notices and advertisements; undertakes bid evaluation, contract/amendment preparation and contract dispute resolution.

### **3.2.5. Lawyer**

The Lawyer has authority to prepare and process registration documentation for systematic registration of land plots. In this process, he/she ensures proactive identification of problems and adoption of relevant preventive measures; cooperates with donor organization, state, municipalities, contractors and society. The lawyer participates in the quality control process of contractor deliveries; analyses the registration process and as a result initiates amendments and prepares drafts of conformable legal acts.

### **3.2.6. Surveyor**

The Surveyor coordinates cadastral survey activities and monitors contractor's work onsite; performs field checks of positional accuracy and map content; conducts quality control of cadastral

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plans produced by the contractor using GIS software and ortho images; analyzes survey work and recommend changes in technology and technical instructions.

### **3.2.7. Program Developer**

The Program Developer reviews current systems, presents ideas for system improvement and increase of program's effectiveness; creates and delivers custom software; develops software documentation, fixes problems with computer software and recommends upgrades; creates and maintains project database.

### **3.2.8. Regional Facilitator**

Ensures social mobilization, communication, participation and cooperation of population in the pilot regions according to the agreed plan; provides public awareness and information; organizes together with the Public Relations Unit of NAPR events in the pilot areas and introduces normative acts to the population; facilitates surveying and collection of documents by the contractor; advises survey teams; provides guidance and support to vulnerable and illiterate people through the registration process; identifies land-related problems through close communication with local governments and residents and respond appropriately in accordance with the Project Manager's consent; keeps connection with the population, administrative units, city councils, NAPR and / or other administrative bodies; assists in dispute resolution; informs the Project Manager about issues with property registration the pilot project areas and the local self- government bodies; participates in public display and collects questions, comments and complaints; provides monitoring and control of contractor activities.

### **3.2.9. Municipal Working Groups**

PPCT works in the field with 5 municipal working groups, one for each lot, established to communicate and cooperate with LPRRC, governors' offices, interested persons and contractors. Each MWG includes:

- Regional Facilitator from the staff of PPCT who assists the registration work on site and ensures good communication with local authorities and citizens.
- Municipality representative who can be the head of municipal government<sup>4</sup>/mayor or an official/employee of the municipality government<sup>5</sup>/town hall authorized to represent the

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<sup>4</sup> Gamgebeli.

<sup>5</sup> Gamgeoba.

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municipality with an individual administrative-legal order issued by the head of municipal government/mayor.<sup>6</sup>

During the implementation of the pilot project, the municipality representative<sup>7</sup>:

- Issues individual administrative-legal acts for identification of land plots specified in title documents and/or registered with unspecified cadastre data and land plots on cadastre maps/measurement plans when their actual location cannot be reliably determined.
- Submits applications to NAPR for registration of land titles on behalf of interested persons if their ownership evidence was issued by an administrative body/official or local authority (municipality) and/or with engagement of government bodies.
- Issues individual legal acts for verification of cadastral survey findings by NAPR.<sup>8</sup>
- Exercises any other authority envisaged by the Law on Systematic and Sporadic Registration and legislation of Georgia.

MWG may also include a Mediator/Notary Mediator who will be appointed by the contractor for dispute resolution or when necessary.

### **3.3. Property Registration Department**

Property Registration Department at NAPR performs final quality control on documents for registration<sup>9</sup> according to the established procedure and makes registrations in the public registry based on the cadastral survey plans and legal documents prepared by the contractor. PRD receives documents for registration prepared by the contractor after passing quality control and verification by PPCT and GGD.

### **3.4. Geodesy and Geoinformation Department**

Geodesy and Geoinformation Department at NAPR prepares geospatial data for the pilot areas, performs final QC on the cadastral survey plans<sup>10</sup> before registration according to the established internal procedure, enters data into the cadastral database. GGD receives mapping data, coordinates and reports prepared by the contractor after passing quality control and verification by PPCT.

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<sup>6</sup> in accordance with the Subparagraph (a. f) of Paragraph 1 Article 54 of the Organic Law of Georgia – Local Self-Government Code.

<sup>7</sup> Law on Systematic and Sporadic Registration, Article 16.

<sup>8</sup> Regulations on Systematic and Sporadic Registration, Annex 2, Article 5, Paragraph 5.

<sup>9</sup> Prepared by the contractor and passed verification and quality control by PPCT.

<sup>10</sup> Prepared by the contractor and passed verification and quality control by PPCT.

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### **3.5. Public Relations Unit**

Public Relations Unit at NAPR implements communication strategy to maintain awareness of citizens, municipalities and local governments of the pilot project activities, produces and disseminates information materials about the registration process, organizes meetings, information campaigns and media events.

### **3.6. Local Property Rights Recognition Commission**

Local Property Rights Recognition Commission at the municipality takes decisions for recognition of ownership rights in the cases of illegally occupied land and makes reference to the Law on Recognition of Title to Land Plots Possessed (Used) by Natural Persons and Legal Entities of Private Law (September 20, 2007), on which decisions will be based.

### **3.7. Contractor**

Contractors are private companies, authorized through contracts with NAPR to perform cadastral survey and collect documents for registration in the public registry in a pilot area. They are selected through a competitive tender process and work under the overall supervision of PPCT, to which they directly report, seek approval and obtain the acceptance of outputs.

Contractors participate in public awareness campaign, conduct surveying of parcel boundaries and cadastral objects, collect documents necessary for registration in the public registry, prepare cadastral survey plans, collate registration documents, conduct internal quality control, assist interested persons in settling the discrepancies on land ownership, upload cadastral survey plans, documents for registration, spatial data and reports into the electronic system of NAPR, participate in public display and perform technical fieldwork for verification of survey results.

### **3.8. Interested Persons**

Interested persons cooperate with the contractor by preparing and submitting documents related to their property and controlling the data on their property during public display. They have also the obligation to participate and co-operate in the demarcation and measurement.

## **4. Process Description**

The implementation process for systematic registration includes:

- Preparation activities.
- Public awareness.
- Technical fieldwork.
- Public display.



- Verification of survey results.
- Registration.

### 5. Objective of the Assignment

NAPR is seeking professional services from qualified and experienced companies to conduct cadastral mapping and related activities for systematic land registration in the pilot area Daba Manglisi, municipality Tetrtsqaro (**Error! Reference source not found.** and **Error! Reference source not found.**).

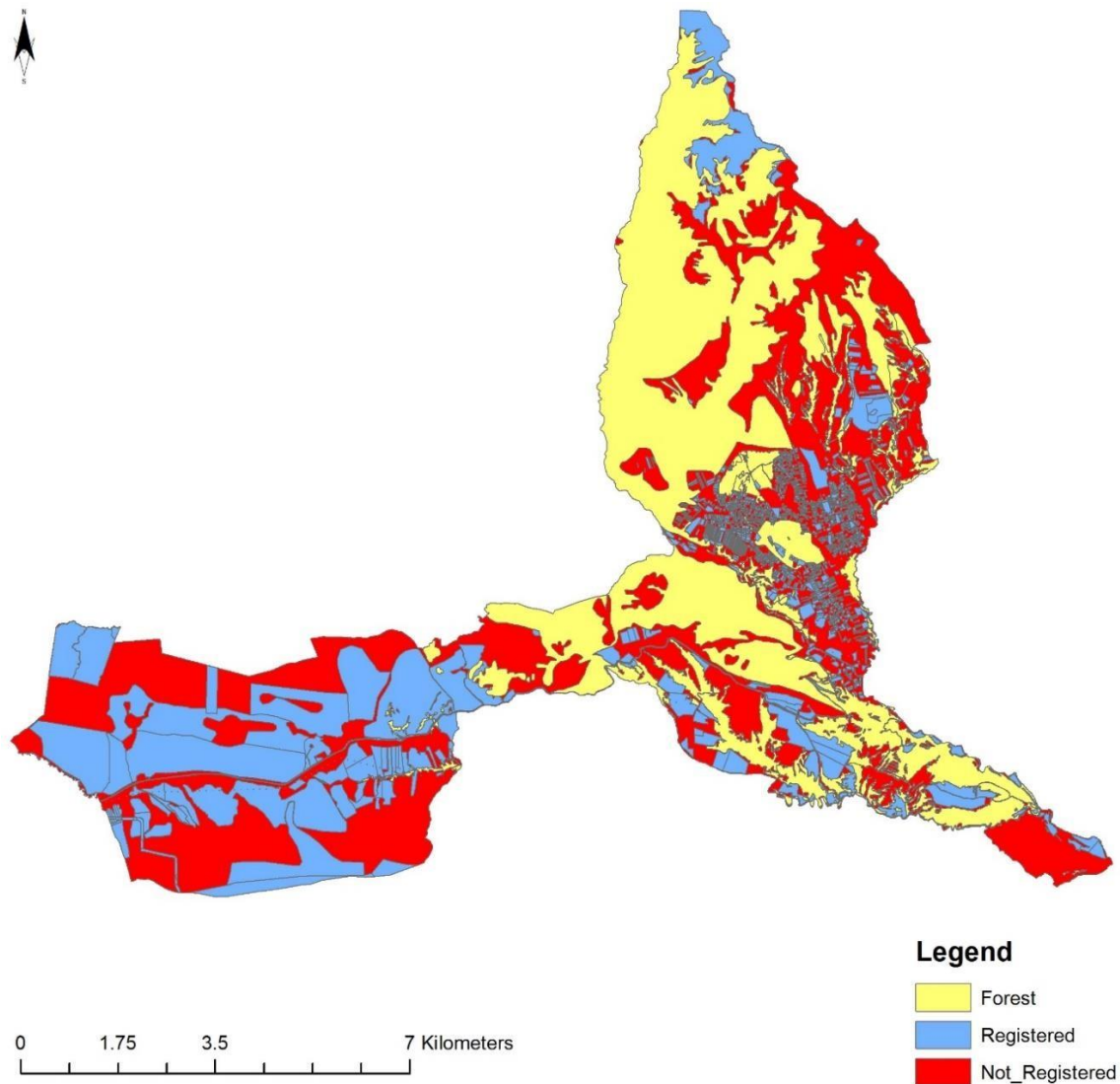


Figure 2 Pilot area Daba Manglisi.

Table 3 Data for Daba Manglisi.

Pilot Area	Area [ha]	Number of Registered Land Plots
Daba Manglisi	9317	5014

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## 6. Data Provided to the Service Provider

- 6.1. PPCT shall provide the Service Provider with following data for the pilot area:
  - Agricultural land taxpayers list approved by the local self-government bodies/authorities in XLSX format and on paper.
  - Land distribution list with or without the attached plans issued by the Land Reform Commission, if available.
  - Information about the owners from the registration database and references from the BTI archive at NAPR.
- 6.2. NAPR shall provide the Service Provider with:
  - Access to a Web Map Service with images of:
    - registered cadastral objects (existing cadastral maps),
    - orthophotos and
    - topography.
  - Land inventory data created by different international projects between 1998 and 2006 (WB, USAID, KfW, UNDP) as SHP files.
  - Access to the database with registration documents and BTI references from NAPR.
- 6.3. The Service Provider shall be authorized by NAPR to use web-based software for uploading applications, documents and reports, and a web-link to upload mapping data.
- 6.4. The Service Provider shall be granted the right from NAPR to arrange the process of mediation (see 7.4).
- 6.5. NAG shall provide the Service Provider with access to the electronic database of household records.
- 6.6. PPCT shall provide the Service Provider with this manual, templates and relevant legislation.
- 6.7. Data listed in the 6th clause will be delivered to the service provider with various web-based software, such as Napr.Web, ATOM and National Archive's Program. Data may also be delivered with other relevant electronic or material files. The captioned data will be delivered to service provider on the Effectiveness Date of Contract.
- 6.8. Upon service provider's request, that should include the responsible person's name, surname and ID number, NAPR will provide access (create web-users) to the web-based software for collecting and uploading data.

## 7. Scope of Work

The assignment consists of surveying and preparation of cadastral maps, collection of data and documents necessary for registration in the public register, participation in public display, involvement in dispute resolution, correction of errors and gaps, participation in public awareness and information activities.

The Service Provider shall perform cadastral survey and collection of documents for registration of all land plots, buildings and other cadastral objects located on agricultural land owned by private owners, GoG and local municipalities, which are:

- not registered;
- registered with unspecified data;
- where actual occupation deviates from the ownership documents;

- 
- incorrectly positioned;
  - have geometrical problems such as overlapping boundaries, gaps etc.

Highest priority shall be on the registration of privately-owned land.

All works shall be undertaken in accordance with the Guidelines for the Systematic Registration Pilot and other documents developed under the pilot project and available from NAPR.

Prior to commencement of fieldwork, the Service Provider shall establish an office in the pilot area and shall be required to prepare a detailed work plan and implementation schedule.

Within the timeframe indicated in the contract, the contractor shall submit to PPCT a detailed work plan with implementation schedule of the foreseen activities. PPCT shall review the plan and give comments and suggestions for the final version. The contractor shall begin fieldwork after getting final approval on the detailed work plan.

### 7.1. Surveying and Preparation of Cadastral Maps

The Service Provider shall determine what to survey based on an analysis of the existing title documents, ortho and mapping data, and according to the procedures established by the law.

Surveying and mapping shall be based on terrestrial measurements and orthophotos. Orthophotos shall be used only for orientation, preparation of fieldwork, rough positional control, preparation of field sketches and presentation of data on public display.

Scope of works includes:

7.1.1. Creation and proposing for approval by the municipality of registration blocks if such are not specified in a legal-administrative act issued by the municipality.

7.1.2. Establishment of a local control points for use with a total station or other optical instrument. Work shall include:

- Monumentation.
- Determination of coordinates using GNSS technology or a total station.

7.1.3. In case of blocks with non-fixed boundaries, demarcation of orientation points  
Cadastral data on a land plot shall be collected on the basis on the borders of actual possession confirmed by the adjacent land plot owners (users). In case of disputed boundary, minutes shall be prepared and the boundary indicated by each concerned party shall be surveyed.

7.1.4. Instrumental survey with a horizontal positional accuracy of  $\pm 15$  cm (for each measured point) of:

- Land plot boundaries (included disputed boundaries).
- Exterior footprints (extents) of buildings and structures located in the plot.
- Objects of independent right.
- Objects required for description of legal borders such as servitudes or other legal restrictions on the use of property.
- Boundaries of legal restrictions and/or encumbrances.
- Linear objects such as communication facilities, motorways, railways, all kinds of pipelines, tunnels, cableways, power lines, telecommunication

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lines, cable railways, dams, for which there is an evidence of ownership/use/lawful possession per linear meter and a construction permit is issued.

- Point objects.
- Topographic features adjacent to the land plot (registration block), such as roads, shrubberies, forests, border sections of water bodies, etc.

7.1.5. Processing of survey data and computation of coordinates in the state coordinate system (UTM on the WGS84 datum).

7.1.6. Import of coordinates (and feature codes if available) into GIS and construction of polygons and attributive tables.

7.1.7. Topological checks on the acquired spatial data.

7.1.8. Preparation of a hard and soft copy of survey plans showing the features listed in 7.1.4 and the registration block boundary.

7.1.9. Upload of spatial data, maps and reports into the electronic system of NAPR and delivery of hardcopy documents to the Regional Facilitator at PPCT on a weekly basis.

## **7.2. Collection of Data and Documents Necessary for Registration in the Public Registry**

In the course of fieldwork, the Service Provider shall:

7.2.1. Collect data for the field form provided by NAPR.

7.2.2. Collect applications for registration of property rights in the public registry.

7.2.3. Make copies of ID cards (if available) for attachment to the applications.

7.2.4. Collect original documentary evidences provided by interested persons and ensure their safety.

7.2.5. Prepare minutes of meeting for identification of disputed boundaries.

7.2.6. Keep records of each received or prepared document.

Office work shall include:

7.2.7. Collation of the legal documentation.

7.2.8. Identification of the legal action for each case and checks:

- if the interested person's ID document is valid and in full compliance with PSDA data;
- if collected application and title documents are complete are legally valid; if necessary, the Service Provider shall instruct the interested persons to provide additional documents, for example when the household books and/or agricultural land taxpayer lists contain data for the interested person;
- if NAPR registration database contains data on registration of the property to another person;
- if BTI database at NAPR contains data for allocation of the property to another person.

7.2.9. Collection of information about pledge, mortgage, lien/tax lien, debtors' registry.

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- 7.2.10. Lodging of applications and documents through the NAPR web-based software and delivery of hardcopy and original documents to the Regional Facilitator at PPCT on a weekly basis. If the title documents supporting application were issued by an administrative body/official or local self-government (municipality) and/or government body, the application is lodged on behalf of the municipality representative.
- 7.2.11. Prepare and upload applications using the NAPR web based software for submission to LPRRC by NAPR after PD.

### **7.3. Participation in Public Display**

The Service Provider shall participate in a public display where all data acquired during the fieldwork in the pilot area are presented and interested persons can perform control make contests. The Service Provider shall prepare for PD:

- 7.3.1. Cadastral maps based on the cadastral survey and showing the data on land owners/persons eligible to apply for title registration and land users including:
- Hard copy of an overview map of the pilot project area for hanging on the wall at suitable scale for identification of registration blocks and consisting of orthophotos overprinted with the boundaries of registration blocks.
  - Hard copy of a survey plan for each registration block at scales 1:1000-1:2000 for using on table and consisting of orthophotos overprinted with the features listed in 7.1.4. The old boundaries are shown in black; the new boundaries are shown in yellow.
- 7.3.2. List of land owners in each registration block in hard copy and XLSX format.
- 7.3.3. Dates of commencement and completion of cadastral surveys/measurements for each registration block in PDF format.
- 7.3.4. The Service Provider shall provide the data prepared for PD to NAPR for posting on the official website of NAPR ([ww.napr.gov.ge](http://www.napr.gov.ge)) and the official website of the municipality (if such a website is available) during the time of PD. A template for preparation of data for web shall be provided by NAPR.
- 7.3.5. At least one Service Provider's expert shall be present at the PD office every working day during the 10-day period for submitting applications for verification of survey results from 09<sup>h</sup> until 18<sup>h</sup> to make clarifications about the cadastral survey work.

### **7.4. Involvement in Dispute Resolution**

The Service Provider shall provide assistance in land dispute resolution by:

- 7.4.1. Acting as a facilitator by assisting the interested persons in settling the discrepancies and achieving an acceptable result.
- 7.4.2. Examining the problem objectively and compiling technical evidence regardless of the interested persons' preferred solution.

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7.4.3. Comparing different sources of spatial information, which can show whether the use of land has changed over time and/or boundaries moved.

If the dispute cannot be resolved informally, the Service Provider shall appoint a meeting with a mediator/mediating notary.

#### **7.5. Corrections of Errors and Gaps**

Within 10 calendar days of posting the cadastral survey results, interested persons can apply to NAPR for verification of the cadastral survey findings. NAPR shall do the verification within 10 calendar days of submission the application.

7.5.1. The technical fieldwork for correction of survey results shall be done by the Service Provider upon the request and under the supervision by NAPR.

#### **7.6. Participation in Public Awareness and Information Activities**

The Service Provider shall participate in:

7.6.1. A meeting with pilot area residents organized by PPCT prior to commencement of the fieldwork.

7.6.2. Distribution of leaflets and posters with information on the registration process, schedules, public display etc.

### **8. Deliverables**

The Service Provider shall deliver data to NAPR in four stages: during the fieldwork, before public display, during verification of survey results and as final delivery. The Service Provider shall be authorized to use the NAPR web-based software for uploading applications, documents and reports, and a web link to upload mapping data.

#### **8.1. Data Delivered During the Field Work**

After initiation of fieldwork, the Service Provider shall deliver survey data and documentation on a weekly basis. Each delivery shall include:

8.1.1. Report for establishment of local control points (if such points have been established for use with a total station or other optical instrument (see 7.1.2 including:

- Short description of work in PDF format.
- Site descriptions signed by an authorized representative of the Service Provider and scanned in PDF format.
- Original measurements in ASCII format for total station data and raw format for GNSS.
- Processing log for post processed data.

8.1.2. Report on instrumental survey including:

- Short description of work in PDF format.
- List of coordinates of surveyed points signed by an authorized representative of the Service Provider and scanned in PDF format.
- Original measurements in ASCII format for total station or raw format for GNSS.
- Processing log for post processed data.
- Field sketches scanned in PDF format.

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8.1.3. List of all measured local control and boundary points in XLSX format.

8.1.4. Collected, produced and collated documents for each surveyed plot/linear structure including:

- Application for registration in the Public Registry signed by the interested person and scanned in PDF format.
- Cadastral survey/measurement plan consisting of a graphical part and field form, signed by the interested person and surveyor, signed and stamped by the contractor and scanned in PDF format.
- Title documents for registration provided by the interested person scanned in PDF format.
- Supporting documents (if applicable) such as: minutes for Identification of disputed boundaries, mediation agreement, legal administrative act issued by the municipality representative etc, properly signed and stamped and scanned in PDF format.
- Application to LPRRC for submission by NAPR after PD in PDF format, if the plot is illegally occupied.
- Photographs of plot boundary and related structures in JPG format.
- Copy of ID card of interested person (if available) scanned in PDF format.

8.1.5. Collected documents including:

**9.** Field form for each measured land plot or linear structure signed by witnesses, interested persons and surveyors, and signed and stamped by the Service Provider in hard copy and scanned in PDF format.

9.1.1. Documents provided by owners for registration in the public register in original and scanned in PDF format.

**10.** Minutes of meeting for identification of each disputed boundary signed by witnesses, parties and the person who prepared, and signed and stamped by the Service Provider in hard copy and scanned in PDF format.

10.1.1. Survey plan of each land plot in A4 PDF format consisting of orthophotos overprinted with the features listed in 7.1.4 and the registration block boundaries. The old boundaries are shown in black; the new boundaries are shown in yellow.

10.1.2. Survey plan of the pilot area, which is current at the moment of submission, as SHP files with predefined attributes.

## **10.2.** Data Delivered Before Public Display

The data delivered before public display shall include:

10.2.1. Cadastral maps based on the cadastral survey and showing the data on land owners/persons eligible to apply for title registration and land users including:

- Hard copy of an overview map of the pilot project area for hanging on the wall at suitable scale for identification of registration blocks and consisting of orthophotos overprinted with the boundaries of registration blocks.



- Hard copy of a survey plan for each registration block at scales 1:1000-1:2000 for use on table top and consisting of orthophotos overprinted with the features listed in 7.1.4. The old boundaries are shown in black; the new boundaries are shown in yellow.

10.2.2. List of land owners in each registration block in hard copy and XLSX format.

10.2.3. Dates of commencement and completion of cadastral surveys/measurements for each registration block in PDF format.

10.2.4. Data for posting on the official website of NAPR (ww.napr.gov.ge) and the official website of the municipality (if such website is available) during the time of PD prepared according to the template provided by NAPR.

**10.3.** Data Delivered During Verification of Survey Results

Depending on the received verification requests (7.5), NAPR shall require the Service Provider to perform all or part of the works 7.1.4 - 7.1.8 and upload into the electronic system of NAPR the data listed in 8.1.2.

**10.4.** Final Delivery

The final delivery shall be performed not later than 5 calendar days after completing the verification of survey results (7.5) and shall include:

10.4.1. Electronic version of all data listed in 8.1 and 10.2 with the additions and corrections during the verification of survey results (10.3) applied.

10.4.2. Final Report to NAPR, printed on paper and in PDF format, which includes:

- Description of the whole registration process.
- Detailed report on the data quality control performed by the Service Provider.
- Statistical data on the registration results.
- Summary of the data that have been changed during the systematic registration process including as minimum: land plot number, owner/user name, performed operation, type and reference number of received documents.
- An analytical section to say what was achieved, what was not achieved, what the reasons were, and what the recommendations are.

**11. Duration**

The timeframe for the completion of the assignment is 90 calendar days from the date of commencement of the contract. The timeline for data delivery is given in **Error! Reference source not found.**

Table 4 Timeline for data delivery.

Delivery	Time Since Commencement Date of the Contract
Delivery of completed blocks composed of at least 400 land plots	30 days
Delivery of completed blocks composed of at least 1600 land plots	60 days
All remaining plots surveyed and delivered	90 days



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In total the Contract will be valid for **160 calendar days, which includes:** (i) 90 calendar days for Service Provider to complete fieldwork and deliver all documents, (ii) 2 weeks for review and inspection of the documents by the Employer; (iii) 10 days for public disclosure and (iv) 10 days for disputes resolution and discussion.

**Important Note:** For each stage, the Employer will inspect at least 10% of the documents submitted by the Service Provider and in case the rejected documents by the Employer will be more than 3% of the total number of plots for each deliverable, the Service Provider will be requested to re-submit of whole packages within 7 calendar days on Service Provider's own expenses.

## 12. Qualification Requirements

### 12.1. Professional Staff

As a minimum, the company must have:

12.1.1. **8 Surveying or Geomatics Engineers** with at least 2 years of experience in cadastral surveys. He/she must have sound knowledge of GNSS technology and technological procedures for land delimitation, demarcation and boundary surveys for recording in the cadastral database.

12.1.2. **2 GIS Operators** with at least 3 years of experience in operation of geodatabase and production of digital cadastral maps.

12.1.3. **3 Legal Experts** with at least 2 years of experience in property rights in Georgia. The candidate should have at least Bachelor's degree in law.

12.1.4. Enough field staff for operation of the survey equipment including as minimum 4 GNSS/GPS and 2 total station operators.

The above professional (key) staff composition is the minimum requirement. The Consultant may propose their own team composition based on the scope of work.

### 12.2. Equipment

The company must have at least:

1221. 4 (four) dual-frequency GNSS/GPS receivers.

1222. 2 (two) surveying total station.

## Appendix B - Schedule of Payments and Reporting Requirements

Delivery	Time Since Commencement Date of the Contract
Delivery of completed blocks composed of at least 400 land plots	30 days
Delivery of completed blocks composed of at least 1600 land plots	60 days
All remaining plots surveyed and delivered	90 days

### **Payment Schedule:**

- Advance for Mobilization, Materials and Supplies: 10% percent of the Contract Price shall be paid after submission of a bank guarantee for the same. The Service Provider shall submit an Unconditional Bank Guarantee in a form and by a bank acceptable to the Client in amount and currency equal to the advance payment. The advance payments will be set off by the Employer in one installment against the last statement of completion of the assignment and submission of final documents as indicated below. The Guarantee shall remain effective until the advance payment has been fully set off.
- 10% of total lump-sum amount shall be paid upon completion survey and delivery of completed blocks composed of at least 400 land plots indicated in Timeline for data delivery and submission as per terms of reference and only after verification by the Employer;
- 30% of total lump-sum amount shall be paid upon completion survey and delivery of completed blocks composed of at least 1600 land plots indicated in Timeline for data delivery and submission as per terms of reference and only after verification by the Employer;
- 60% of total lump-sum amount shall be paid for all remaining plots surveyed and delivered, plots indicated in Timeline for data delivery and submission, along with all previous corrected/amended land plots (if any), acceptable to the Employer, which the Employer can classify into one of the following category:
  - Registered - Decision on registration. The registration duration is 30 days after submission of final documents for each area acceptable to the Employer.
  - Information on the person's right to apply for a land title.
  - Existence of all necessary data for submission of an application to Commission for Recognition of Titles to Illegally Occupied (Squatted) Land established at the governing body of the relevant municipality to review this issue within their competence.
  - Registration of conditional applications in the electronic program by NAPR as specified in the Instruction for Public Registry.
  - And/or if there is any objective circumstances hampering the rights of registration, which is not caused by the Service Provider fault and could not be considered by the Service Provider.

**Total payments shall not exceed 100% of total contract amount.**

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## Appendix C - Key Personnel and Subcontractors

#	NAME	POSITION
1	George Lemonjava	Team Leader/Land Surveyor
2	Vakhtang Arghveliani	Land Surveyor
3	Giorgi Korkheli	Land Surveyor
4	Guram Rezesidze	Land Surveyor
5	Luka Kobalava	Land Surveyor
6	Zaza Zhghenti	Land Surveyor
7	Archil Botkovelevi	Land Surveyor
8	Kakha Gulbani	Land Surveyor
9	Irakli Talakvadze	Land Surveyor
10	Irakli Sokhadze	GIS Expert
11	Tinatin Janelidze	GIS Expert
12	Tinatin Kacitadze	Legal Expert
13	Givi Luashvili	Legal Expert
14	Irakli Gorduladze	Legal Expert

## Appendix D: Breakdown of Contract Price in Local Currency



### Activity Schedule

Currency: Georgian lari (GEL)					Date: 12 June 2017 IFB No: # LMDC/NCS/NCB/02-1 Alternative No: _____ Page N1 of 1	
1	2	3	4	5	6	7
Service No	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Manglisi Land Registration Services - field work	Lump-sum		1	148500	148500
					Total Price in GEL	148500
					VAT %	26730
					Grant Total including VAT	175230

Name of the Bidder: GIS and RS Consulting Center GeoGraphic LLC

Name of the person duly authorized to sign the Bid on behalf of the Bidder: George Gotsiridze

Title of the person signing the Bid: Director

Signature of the person named above:

12 June, 2017



# Annex 1

## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

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

**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]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into 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 Non-Consulting Services]* (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 Services; 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

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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 Employer.*

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 final payment certificate indicating that hundred (100) percent of the Accepted Contract Amount, has been certified for payment, or on the *[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.***