

Draft Contract on State Procurement

City Tbilisi

_____ 2019

“Sakaeronavigatsia” LTD (hereinafter the “Purchaser”), represented by its General director Gocha mezvrvishvili, on one side, and _____ (hereinafter the “Supplier”), represented by its director _____, on the other side, after conducting of the Electronic Tender do hereby enter into this contract on State Procurement as follows:

ARTICLE 1. SUBJECT OF CONTRACT

1.1. The subject of the contract is purchase of the thermo graphic paper for strip printers.

ARTICLE 2. VALUE OF CONTRACT

2.1. Total value of the contract shall amount to _____ GEL.

2.2. The value of the contract comprises all the expenses of the Supplier with the following to terms of delivery DAP Tbilisi International Airport, INCOTERMS 2010, 0198, „Sakaeronavigatsia” head office.

2.3. CPV Code: 30197641.

ARTICLE 3. PAYMENT AND DELIVERY-ACCEPTANCE RULE

3.1. *To be specified upon conclusion of the contract.*

3.2. Form of payment: transfer.

ARTICLE 4. TERMS AND CONDITIONS OF DELIVERY OF GOODS

4.1. The Supplier shall be obligated to carry out the obligations envisaged hereof on a staged basis within the period 45 calendar days after execution of this contract.

4.2. The goods to be deemed delivered after signing of the delivery-acceptance certificate by the duly authorized officials of both parties.

ARTICLE 5. RIGHTS AND OBLIGATIONS OF PARTIES

5.1. The “Supplier” shall take the obligation:

5.1.1. To provide the delivery of the goods envisaged hereof according to the conditions defined under this contract.

5.1.2. To correct every defect, discovered during delivery of the goods with own expenses.

5.1.3. To deliver the legally and materially defect less goods to the Purchaser.

5.1.4. Till signing of the delivery-acceptance certificate, all rights and risks on loss or damage of the goods (fully or partially) belongs to the Supplier. Upon signing of the delivery-acceptance certificate, all the aforementioned risks will be transferred to the Purchaser.

5.2. The “Purchaser” shall take the obligation:

5.2.1. To pay the value of the delivered goods to the Supplier according to the conditions of this contract.

ARTICLE 6. PACKAGE

6.1. The package used during delivery of goods should be in conformity with the established standards (or specifications) and the characteristics of the goods for assurance of safe transportation of the goods to the place of destination.

6.2. The Supplier shall be fully liable for any damage imposed to the goods because of improper package.

ARTICLE 7. VALIDITY OF CONTRACT

7.1. This contract shall be enforced from the date indicated on the top of this Contract and shall be valid till (-----).

ARTICLE 8. FORCE-MAJEURE

8.1. Withhold of the conditions of this contract or any of them because of commencement of force-majeure circumstances will not be considered as non-implementation or invalidation of the conditions of this contract and will not cause the use of the penalty sanctions.

8.2. For the objectives of this article, “force-majeure” shall mean the irrevocable circumstances not subjected to control of the parties, which are not related to errors or negligence of the Purchaser and/or the Supplier and which has the unpredicted character. Such circumstance may be caused by war or natural disasters, epidemics, quarantine or establishment of embargo, etc;

8.3. In case of commencement of force-majeure circumstances, the party concluding the contract, becoming unable to carry out the obligations imposed hereof, must immediately send the written notification to another party about such circumstances and the reasons causing them. If the party sending the notification does not receive the written answer from another one, it will go on implementation of the obligations imposed under the contract at its discretion, reasonability and opportunities and do its best to find any other alternate method for implementation of the obligations, which will be independent from influence of force-majeure circumstances.

ARTICLE 9. LIABILITY OF PARTIES

9.1. In case of failure of implementation or improper implementation of the contractual obligations within the period established hereof, the Purchaser shall be authorized to impose penalty to the Supplier by amount of 0.1% of total value of the contract for each overdue day.

9.2. Payment of the penalty will not release the Supplier from implementation of the obligations defined under the contract.

9.3. The parties are obligated to reimburse the damage imposed because of non-implementation or improper implementation of the contract to another party.

ARTICLE 10. RULE OF CONSIDERATION OF DISPUTES

10.1. The disputable questions between the parties will be settled through amicable negotiations. In case of non-achievement of agreement within the period of 30 days, the question will be discussed according to the applicable Georgian legislation.

ARTICLE 11. GENERAL PROVISIONS

11.1. Neither of the parties shall have the right to dispose of or to transfer its rights or obligations to any third person without a written approval of another party.

- 11.2. Amendments and additions to this agreement may be made by written approval of both parties.
- 11.3. The parties shall agree that the relations, not regulated under this contract, will be regulated according to the rule established under the Georgian legislation.
- 11.4. The contract is drafted in two copies and both texts shall have equal legal power.

ARTICLE 12. REQUISITES OF THE PARTIES

For the Purchaser

For the Supplier
