

Draft Contract on State Procurement

Tbilisi

_____2020

“Sakaeronavigatsia” Ltd. (hereinafter referred to as the “Buyer”), represented by its Director General Gocha Mezvrishvili, on one side, and _____(hereinafter referred to as the “Supplier”), represented by its _____, 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 the Contract

1.1. Subject of the contract: procurement of Helicopter electric tug for AIRBUS H125/AS350 (hereinafter referred to as the “goods”) in accordance with Buyer’s tender documentation (Annex 1), submitted Bid of the Supplier (Annex 2), and conditions stipulated by present Contract.

1.2. Technical documentation of the Buyer and submitted Bid of the Supplier are integral parts of the present Contract.

1.3. Classification code of the procurement subject: 34910000.

1.4. Resource request application No....

Article 2. Warranty

2.1. The Warranty period is 1 year from signing acceptance certificate.

Article 3. Total Price of the Contract

- 3.1. The total price of the contract is
- 3.2. The price shall include all the expenses of the Supplier related to complete fulfillment of the obligations, except of custom related charges on the territory of Georgia, following the delivery term: INCOTERMS 2010, DAP Tbilisi International Airport, 0198, Sakaeronavigatsia" Ltd, administrative building .
- 3.3. All the taxes and fees shall be covered by the parties on their respective territories.

Article 4. Delivery Terms

- 4.1 The goods shall be delivered provided within 90 calendar days from Contract signature. The goods shall be delivered according to following delivery terms: INCOTERMS 2010, DAP Tbilisi International Airport, 0198, Sakaeronavigatsia" Ltd, administrative building.
- 4.2. Upon delivery of the goods authorized representatives of the parties shall sign acceptance Certificate.
- 4.3. Authorized person for signature acceptance certificate on behalf of the Buyer is (shall be defined in the final contract).
- 4.4 Control over fulfillment of the terms and conditions of the contract on behalf of the Buyer would be carried out by authorized persons: (shall be defined in the final contract).
- 4.5 The following documentation should be provided with the delivered goods: commercial invoice, transportation documentation, packing documentation (with indication of exact net and gross weights), Certificate of Origin, Certificate of Quality and Declaration of Conformity and all the technical documentation.

Article 5. Packing

- 5.1. The packing used for shipping the goods should be compliant with the established International standards for ensuring safe transportation till place of destination.

5.2. The Supplier shall be responsible for any damage caused in a result of inappropriate packing of the equipment.

Article 6. Rights and Obligations of the Parties

6.1 The Supplier is obliged:

6.1.1. To fulfill the obligations under present Contract in accordance with the terms and conditions stipulated in present Contract/it's Annexes.

6.1.2. To supply defect free goods.

6.1.3. To shall submit Certificate of Origin, Certificate of Quality and Declaration of Conformity at the time of delivery Bidder.

6.2. The Supplier is authorized:

6.2.1. To demand payment for the supplied goods and rendered services according to the terms and conditions stipulated hereof.

6.3. The Buyer is obliged:

6.3.1. To conduct payment according to the terms and conditions stipulated hereof.

6.4. The Buyer is authorized:

6.4.1. To carry out control and supervision over fulfillment of the terms and conditions of the contract.

6.4.2. To demand reimbursement of the damage imposed by improper fulfillment and/or failure of fulfillment of the terms and conditions of the contract.

Article 7. Terms and Conditions of Payment

1. Payment of the Total Contract Price shall be made upon completion of all contractual obligations, within 10 working days, on the basis and after submission of following documents to the Buyer: acceptance certificate signed from authorized persons of both sides and original invoice for payable amount.

2. Payment method: non-cash, via transfer.

3. Payment currency: (shall be defined in the final contract).

Article 8. Default

8.1. In case of delay of the term stipulated in this contract (para. 4.1), the penalty in the amount of 0.01% of the total contract price for each overdue day shall be imposed on the Supplier, but no more than 10% of the total Contract price.

8.2. In case of delay of the terms of payment stipulated in the contract, the penalty in the amount of 0.01% of the total contract price for each overdue day shall be imposed on the Buyer, but no more than 10% of the total Contract price.

8.3. The parties always have right to demand reimbursement of the damage imposed by improper fulfillment and/or failure of fulfillment of the terms and conditions of the contract in accordance with Georgian Legislation.

Article 9. Force-Majeure

9.1. For the objectives of the contract, "force-majeure" means: any future action and/or inaction and/or circumstance which are impossible to be considered and is out of control of both parties or each of the parties, which prevents a party to duly fulfill (completely or partially) its obligations within the scope of the contract. In case of "force-majeure" circumstance and/or circumstances, the party affected by the mentioned circumstance, is bound to inform another party about it with registered letter or telefax within 7 (seven) working days, after the existence of this "force-majeure" circumstance became obvious for the party. The above-mentioned "force-majeure" situation shall extend the term of obligations of the parties in accordance with the duration of the "force-majeure" situation.

Article 10. Settlement of Disputes

10.1. Any dispute which may arise from the present contract shall be settled through a friendly consultation between both Parties.

10.2. If no settlement can be reached, the dispute shall be considered by the Georgian court in accordance with the Georgian legislation.

Article 11. Other Conditions

11.1. The obligation to pay penalty does not relieve the Supplier from fulfillment of its obligations or from eradication of violations.

11.2. all the charges related to this Contract shall be paid by the parties on their respective territory.

11.3. This contract shall become effective from date of signature and shall be valid until ... 2020, except article -2 which shall be valid for warrantee period.

11.3.Any changes to the contract are valid only when being made in written form and signed by the parties. The documents can be signed and transmitted by fax or e-mail (scanned version) and in that case, they have the validity of the originals, original documents will be transmitted afterwards.

11.4. The contract is signed in Georgian and English languages having equal legal force. In case of discrepancy between English and Georgian texts, the English text shall prevail.

Article 12. Requisites of the Parties and Signatures, bank properties

For the Buyer

For the Supplier
