

The present document is a draft public procurement contract to be awarded as a result of the bidding. The terms and provision of the present contract can be specified based on a successful bidder's bid which shall be enclosed with the contract as its integral part.

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**Contract # 2023 / 14 / -----**  
**Public Procurement**  
**Electronic Bidding NAT -----)**

Tbilisi

-----, 2023

This CONTRACT (hereinafter called the "Contract") is made between on the one hand, **LEPL - National Agency of Public Registry of Georgia (NAPR)** represented by its \_\_\_\_\_ (hereinafter called the "Purchaser") and, on the other hand, \_\_\_\_\_ represented by its \_\_\_\_\_ (hereinafter called the "Supplier") and jointly referred to as the Parties in compliance with the laws of Georgia and Law "On Public Procurement" of Georgia

Whereas the Parties agree as follows:

### 1. Definitions

The terms whenever used in this Contract shall have the following meanings:

- 1.1 "Public Procurement Contract" (hereinafter "the "Contract") means a contract concluded between the Purchaser and the Supplier and signed by them as well as all the supporting documents enclosed therewith and the documents referred to in the Contract.
- 1.2 "Contract Value" means a total amount payable by the Purchaser to the Supplier for duly and diligently performing their obligations.
- 1.3 "Day", "Week" and "Month" mean a calendar day, week and month.
- 1.4 "Purchaser" means an organization purchasing the services.
- 1.5 "Supplier" means a person providing services to the Purchaser under the present Contract
- 1.6 "Services" means the services specified in Article 2 herein.
- 1.7 "Inspection" means control and supervision of the Contract performance.

### 2. Subject of Contract

- 2.1. The subject of Contract is the procurement of the services for aerial photography of certain municipalities of Central Part of Georgia and their further processing (CPV 79961200).
- 2.2. The services are described in the technical specifications submitted by the Supplier (see Annex No 1 to the Contract).
- 2.3. The Supplier shall provide the services according to the Contract Annexes (Terms of Reference).

### 3. Contract Value

- 3.1. The Contract value shall be estimated based on the price schedule submitted by the Supplier (Contract Annex No 2) and amounts to GEL ----- (-----)
- 3.2. In addition to the service costs, the Contract value also comprises all the other costs incurred by the Supplier in connection with the Services and all the taxes including VAT as specified in the Laws of Georgia.

## 4. Obligations of the Parties

### 4.1. The Supplier shall

- a) Perform the Services stipulated in the Terms of Reference (Annex No 1) no later than November 30, 2023 inclusive after the Contract conclusion;
- b) By agreement with the Purchaser provide the deliverables in phases, on a hard disk. The place of delivery is the National Agency of Public Registry of Georgia (NAPR) (22 Gorgasali Street, Tbilisi); NAPR shall have ownership (including Intellectual Property Rights) to all data captured, processed and/or created by Supplier within ".....". The Supplier shall not disclose or transfer any data prescribed by .....under this Agreement to any third party; shall not process/systematize these data for transferring thereof to the third parties, or/and shall not make any kind of accessibility thereof to the third parties, shall undertake appropriate measures of security against loss as well as against unauthorized access, change or dissemination of these data. The Supplier shall fulfill the obligations for the validity period of this Agreement as well as after termination thereof.
- c) In advance obtain flight permits from "Sakaeronavigatsia" Ltd and LEPL - Georgian Civil Aviation Agency in order to ensure the unimpeded progress of the aerial survey. NAPR shall provide assistance to the Supplier to obtain permits and shall inform the Ministry of Defense of Georgia;
- d) Review the Supplier's complaints and provide relevant replies to all the issues raised as well as promptly respond to them;
- e) Carry out its other obligations under the Contract.

### 4.2. The Purchaser shall

- a) ensure inspections;
- b) carry out other obligations under the Contract.

4.3. The Parties shall comply with the conditions under this Agreement in good faith and according to the principles of mutual respect, act on the basis of mutual agreement and coordination.

## 5. Warranty

5.1. The warranty for the final product delivered by the Supplier according to the Terms of Reference shall be for a period of 1 (one) year from the date of issuing a delivery and acceptance certificate.

5.2. The Supplier warrants that their services meet all the requirements of the international standards.

## 6. Performance Security

6.1. Prior to the conclusion of the Contract a successful Bidder shall obtain a performance security in the form of a bank guarantee/insurance guarantee amounting to % of the total value while for the bidder on the white list it is % of the total value.

6.2. The performance security submitted by the Supplier shall be valid at least 60 (sixty) days beyond the date of submitting the deliverables.

6.3. An unconditional and irrevocable performance security shall be issued in the national currency of Georgia, GEL, by a bank licensed by the National Bank of Georgia or an insurance company licensed by LEPL - Insurance State Supervision Service of Georgia.

6.4. In case of a bank guarantee/insurance guarantee issued by an international bank and/or insurance company, the Supplier shall also submit a counter guarantee (in GEL) issued by a bank licensed by the National Bank of Georgia or an insurance company licensed by LEPL - Insurance State Supervision Service of Georgia. A bank guarantee and its supporting documents shall be submitted in the Georgian language (if the documents and/or information are in a foreign language, the Georgian translation attested by a notary shall be provided)

**6.5.** The companies registered on the white list shall submit the performance security amounting to ½ of the specified sum.

**6.6.** If the Supplier fails to perform their obligations under the Contract (refusal to perform the Contract obligations, delayed defective or incomplete performance of the Contract obligations, etc.) within the validity period of the performance security, the Purchaser shall have the right to demand the payment of the performance security sum from the Guarantor (issuer of the performance security)

**6.7.** After the Supplier fully performs their obligations under the Contract and a delivery and acceptance certificate is issued, the Purchaser shall release the Performance Security to the Supplier upon their written request.

## **7. Inspection**

**7.1.** The Purchaser shall be entitled to carry out an inspection through their duly authorized person(s) and the Supplier shall assist them in the course of inspection.

**7.2.** The inspections will be carried out by the authorized employee(s) of NAPR.

**7.3.** The Purchaser can carry out inspections at any stage of this Contract.

## **8. Deliverables**

The Services are considered accepted after the submission of the deliverables in phases specified in the Terms of Reference (Annex No1) and issuing the delivery and acceptance certificate by the Parties.

## **9. Terms of Payment**

**9.1.** The terms of payment are as follows:

a) the currency of payments is Georgian Lari (GEL);

b) the form of payments is a bank transfer to the accounts specified herein;

c) the source of financing is the revenues of LEPL - National Agency of Public Registry of Georgia (NAPR) in 2023.

**9.2.** The payments shall be made in installments against the deliverables furnished by the Supplier and based on a delivery and acceptance certificate issued by the Parties. The amount due shall be paid upon the submission of an invoice and within 10 business days after the date of the said delivery and acceptance certificate.

## **10. Suspension of Performance**

**10.1.** If during performance of the Contract the Parties face any impediments that suspend the implementation of the Contract, the Parties shall forthwith send a written notice to each other concerning such suspension, its possible duration and the cause. The Party receiving the notice shall promptly notify the other Party of their decision concerning such events.

**10.2.** If due to suspension in performance of the contractual obligations, the Parties agree to extend the Contract term, such a decision shall be made through an amendment to the Contract according to Article 12 hereof.

## **11. Default**

**11.1** The Parties shall be liable to each other for the failure to perform or inadequate performance of their obligations under the Contract according to the laws of Georgia.

11.2. If either Party fails to perform their Contract obligations, the other Party shall provide in writing either a notice of an additional time period for the performance of the said obligations (cure period) or a warning to the Party at fault. If after the expiration of an additional time period or a warning, the Party at fault still fails to perform or materially breaches their contract obligations, the non-breaching Party may unilaterally terminate the Contract.

11.3. If the Supplier fails to perform their obligations within a time period specified in Paragraph 4.1 (a) above, they shall pay the Purchaser the liquidated damages amounting to 0.03% of the Contract value for each day of delay.

11.4. If the Purchaser fails to perform their obligations within a time period specified in Paragraph 9.2 above, they shall pay the Supplier the liquidated damages amounting to 0.03% of the Contract value for each day of delay.

11.5. If the total amount of the liquidated damages payable by the Supplier exceeds 3 (three) percent of the Contract value, the Purchaser reserves the right to terminate the Contract and demand the payment of the liquidated damages due by the date of termination. The payment of the liquidated damages does not relieve the Supplier of their contractual obligations.

## **12. Contract Amendments**

12.1 All amendments to the contract shall be made in writing and signed by the authorized representatives of both Parties.

12.2 If due to the unforeseen circumstances the need for the Contract amendment has arisen, the Party initiating such an amendment shall notify the other Party in writing.

## **13. Dispute Resolution**

13.1 All the disputes which may arise in the course of the Contract shall be settled amicably through the negotiations.

13.2. If within 5 (five) days after the start of such negotiations the Purchaser and Supplier fail to settle a dispute, either Party can go to court to resolve a dispute according to the law of Georgia.

## **14. Contract Termination**

14.1. Either Party can terminate the Contract if the other Party fails to duly perform the contractual obligations or in the other cases specified in the law.

14.2. The termination of some Contract provisions does not relieve the Supplier of the rest of their contractual obligations.

14.3. The Contract can also be terminated by mutual written agreement of the Parties.

## **15. Contract Term**

The present Contract shall become effective on the date of its signing and the warranty provisions shall be valid according to Article 5. Article 11 shall be valid until the completion of the contractual obligations by the Parties. All the other provisions of the contract shall be valid until -----inclusive.

## **16. Force Majeure**

16.1 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of this Contract insofar as such inability arises from an event of Force Majeure.

**16.2.** For the purposes of this Contract “Force majeure” means the events which do not arise from the Purchaser’s or Supplier’s errors or negligence, could not reasonably have been foreseen and are beyond the control of the Parties. Such events include (but are not limited to) wars, natural disasters, pandemics, quarantines, dramatic reduction of budget allocations, etc.

**16.3.** The party affected by the Force-Majeure events shall forthwith inform the other party to that effect and the measures taken to address them. Otherwise, such a Party shall not be exempted from the liabilities caused by the partial or complete failure to perform their contractual obligations

### 17. Details of the Parties

**Purchaser**  
LEPL - National Agency of Public Registry of Georgia  
(NAPR) represented by

**Supplier**

\_\_\_\_\_  
represented by

\_\_\_\_\_  
**Address:** 22 Gorgasali Str., Tbilisi

\_\_\_\_\_  
**Address:**

**Bank account details:**  
**Treasury Single Account**  
GE24NB0330100200165022  
**State Treasury bank code:** TRESGE22  
**Treasury code** 707427078  
**ID code:** 202238621

**Bank account details:**  
**Account No**  
  
**Code:**  
**ID code**