



Tender documentation

for

**Procurement of Quality Management System Recertification Service
for compliance with the Requirements of International Standard ISO
9001 in Aeronautical Information Service (AIS) of “Sakaeronavigatsia”
Ltd**

By electronic tender

Tbilisi

2016

1. **Technical documentation submitted by the bidder via unified electronic system shall contain the following documents and information:**
 - 1.1 Full requisites of the bidder (name, legal and actual address, bank requisites, full name of the director, full name of the contact person(s), phone number, e-mail address);
 - 1.2 Information from 2010 till present on experience in provision of the Quality Management System certification services against ISO 9001 requirements in aviation sphere, in relation to which at least one recommendation letter shall be submitted additionally (via the system);
 - 1.3 Price calculation of the service to be provided according to Appendix No.1 of the tender documentation.
2. If the tender documentation is signed not by the director, but the official of the bidder, the document certifying the appropriate authority shall be submitted (uploaded) together with the tender bid.
3. Classification code of the subject of procurement – 71731000.
4. Estimated value of the procurement subject amounts to 25 000 GEL (excluding VAT established by the Georgian legislation).
5. The price of tender bid submitted by the bidder (in GEL) shall be final and include all the expenses of the Supplier related to complete fulfilment of the obligations excluding fees related to transportation on the territory of Georgia and VAT established by the Georgian legislation).
All the taxes and fees established by the legislation in relation to fulfilment of the obligations shall be paid by the parties on their respective territories.
6. **Payment rules:**
 - 6.1 Payment shall be realized by stages, upon provision of each stage of the service, according to the actually provided service. Payment shall be made on the basis of the following original documents submission to the Buyer: report for the provided service (its stage), Tax Residency Certificate (in One original copy attested with Apostille), signed take-over certificate from authorized persons of both sides and invoice for the payable amount, within 10 working days.
 - 6.2 Advance payment is applicable in the amount of no more than 50% of the price for each of the service stages. Advance payment shall be made within 10 working days from submission of following original documents to the Buyer: advance payment bank guarantee (advance payment bank guarantee shall be submitted to the Buyer 10 calendar days earlier before the date of stage beginning and shall be in force until stage completion) Tax Residency Certificate (in One original copy attested with Apostille) and invoice for the payable amount.

The payment of the remaining 50% of the provided service (its stage) price will be made within 10 working days from submission of following original documents to the Buyer: report on the provided service (its stage), signed take-over certificate from authorized persons of both sides and invoice for the payable amount.

7. Contract may be concluded in GEL, USD or EURO pursuant to the request of the Bidder, in accordance with official exchange rate against GEL, fixed by the National Bank of Georgia, on the day of electronic trade.
8. Service providing term: Supplier shall provide the recertification service in stages in the period of 3 years. The supplier shall conduct the Recertification Audit in April-May of 2016; the 1st Surveillance Audit shall be conducted in April-May, 2017; the 2nd Surveillance Audit shall be conducted in April-May, 2018. Concrete dates of service schedule shall be agreed between parties additionally.
9. Place of the service provision is Georgia.
10. Every document or/and information related to the tender shall be submitted in Georgian language. If they are submitted in English, they should be appended by their respective notarized Georgian translations. In case of discrepancy between English version and its Georgian translation, the English text shall prevail.

In case of discrepancy between the English and Georgian texts of the Buyer's tender announcement and tender documentation, the English text shall prevail.

11. The bidder does not have the right to submit the alternate tender bid.
12. You may receive the additional information about the tender from the members of the tender committee:

Ekaterine Butkhuzi, Tel: (+995 32) 2744 373; 744 327; e-mail: e.butkhuzi@airnav.ge

Diana Nemsadze, Tel: (+995 32) 2744 295; (+995) 577 142 318; e-mail: d.nemsadze@airnav.ge

Nodar Apriamashvili, Tel: 577 37 55 62

13. Technical task

The technical task comprises the Recertification Audit and the two following Surveillance Audits.

Stage	Service description
I Stage Recertification Audit (Tbilisi, Batumi, Kutaisi) – April-May, 2016	<ul style="list-style-type: none">▪ Audit of Aeronautical Information Service Quality Management System on compliance with ISO 9001:2008.▪ Agreement of corrective action plan between the Buyer and the Supplier in case of nonconformity detection.▪ Preparation of the report on the conducted audit by the auditor;▪ Certificate issue – in case of the Aeronautical Information Service quality management system conformity to the ISO 9001:2008 requirements.
II Stage 1 st Surveillance Audit (Tbilisi, Batumi) – April-May, 2017	<ul style="list-style-type: none">▪ Audit of Aeronautical Information Service Quality Management System on compliance with ISO 9001:2015.▪ Agreement of corrective action plan between the Buyer and the Supplier in case of nonconformity detection.▪ Preparation of the report on the conducted audit by the auditor;▪ Certificate issue – in case of the Aeronautical Information Service quality management system conformity to the ISO 9001:2015 requirements.
III Stage 2 nd Surveillance Audit (Tbilisi, Kutaisi) – April-May, 2018	<ul style="list-style-type: none">▪ Audit of Aeronautical Information Service Quality Management System on compliance with ISO 9001:2015.▪ Agreement of corrective action plan between the Buyer and the Supplier in case of nonconformity detection.▪ Preparation of the report on the conducted audit by the auditor.

14. Appendix No.1 - according to which price calculation of the service to be provided

Stage	Service description	Price (GEL)
I Stage Recertification Audit (Tbilisi, Batumi, Kutaisi) – April-May, 2016	<ul style="list-style-type: none"> ▪ Audit of Aeronautical Information Service Quality Management System on compliance with ISO 9001:2008. ▪ Agreement of corrective action plan between the Buyer and the Supplier in case of nonconformity detection. ▪ Preparation of the report on the conducted audit by the auditor; ▪ Certificate issue – in case of the Aeronautical Information Service quality management system conformity to the ISO 9001:2008 requirements. 	First stage price shall not exceed 50% of the total price.
II Stage 1 st Surveillance Audit (Tbilisi, Batumi) – April-May, 2017	<ul style="list-style-type: none"> ▪ Audit of Aeronautical Information Service Quality Management System on compliance with ISO 9001:2015. ▪ Agreement of corrective action plan between the Buyer and the Supplier in case of nonconformity detection. ▪ Preparation of the report on the conducted audit by the auditor; ▪ Certificate issue – in case of the Aeronautical Information Service quality management system conformity to the ISO 9001:2015 requirements. 	Second stage price shall not exceed 35% of the total price.
III Stage 2 nd Surveillance Audit (Tbilisi, Kutaisi) – April-May, 2018	<ul style="list-style-type: none"> ▪ Audit of Aeronautical Information Service Quality Management System on compliance with ISO 9001:2015. ▪ Agreement of corrective action plan between the Buyer and the Supplier in case of nonconformity detection. ▪ Preparation of the report on the conducted audit by the auditor. 	

Name and signature of the Bidder _____

15. Draft Contract on State Procurement

City Tbilisi

_____ 2016

“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 Quality Management System Recertification Service for compliance with the Requirements of International Standard ISO 9001 in Aeronautical Information Service (AIS) of “Sakaeronavigatsia” Ltd
- 1.2. The Supplier shall carry out the service stipulated by the paragraph 1.1 according to the technical task of the Buyer, the tender bid submitted by the bidder and the terms and conditions stipulated hereof.
- 1.3. The technical task of the Buyer and the tender bid submitted by the bidder shall be the binding parts of the contract.
- 1.4. Classification code of the subject of procurement: 71731000.
- 1.5. Recourse request application of the Buyer: 87-16.

Article 2. Terms of Service and Take-Over Procedure

- 2.1. Supplier shall provide the recertification service in stages in the period of 3 years. The supplier shall conduct the Recertification Audit in April-May of 2016; the 1st Surveillance Audit shall be conducted in April-May, 2017; the 2nd Surveillance Audit shall be conducted in April-May, 2018.
- 2.2. Concrete dates in service schedule shall be specified additionally.
- 2.3. Take-over of the rendered service (its stage) shall be carried out based on the submitted report and the take-over certificate signed by the duly authorized representatives of both parties.
- 2.4. Service stage shall be deemed completed after signature of according delivery-acceptance certificate.
- 2.5. On behalf of the Buyer authorized person signature of take-over certificate shall be (to be specified during concluding Contract).

Article 3. Price of the Contract and Payment

- 3.1. Total price of the contract amounts to -----.
- 3.2. The Buyer is obliged to pay the price of the rendered service (its stage) to the Supplier according to the terms and conditions stipulated hereof.
- 3.3. Price of the contract shall be paid through bank remittance.
- 3.4. Payment with the Supplier shall be carried out within 10 banking days of the report on the rendered service (service stage) being submitted, Tax Residency Certificate (in One original copy attested with Apostille), appropriate take-over certificate being signed, based the appropriate invoice on the payable amount.

Article 4. Rights and Obligations of the Parties

4.1. The Supplier shall be obliged:

- 4.1.1. To render the service according to the terms and conditions prescribed by this contract (its appendixes).
- 4.1.2. To carry out the contractual obligations personally and not to deliver his/her obligations stipulated hereof fully or partially to any other third parties.

4.2. The Supplier shall be authorized:

- 4.2.1. To demand for payment of the actually rendered service (its stage) according to the terms and conditions stipulated hereof.
- 4.2.2. To demand for compliance with the terms and conditions of the contract.

4.3. The Buyer is obliged:

- 4.3.1. To pay the appropriate price of the rendered service (its stage) to the Supplier according to the terms and conditions stipulated hereof.

4.4. The Buyer shall be authorized:

- 4.4.1. Not to accept the rendered service (its stage), if it is does not correspond to the requirements stipulated by the contract (its appendixes).
- 4.4.2. To carry out control and supervision over fulfilment of the terms and conditions of the contract and assign the specifically authorized person: (*shall be specified upon execution of the contract*).
- 4.4.3. To demand for reimbursement of the damage imposed by improper fulfilment or failure of fulfilment of the terms and conditions of the contract.

- 4.4.4. To demand for compliance with the terms and conditions of the contract.

Article 5. Liabilities of the Parties

- 5.1. The Supplier shall pay the fine of 0.1 % of the total Contract price for each day of delay for breaking term identified in paragraph 2.1 of present Contract.
- 5.2. The Buyer shall pay the fine of 0.1 % of the total Contract price for each day of delay for breaking payment term identified by present Contract.
- 5.3. Payment of penalties shall not release the party from fulfilment of his obligations.

Article 6. Force-Majeure

- 6.1. Failure of any of the contractual parties to fulfil the terms and conditions of the contract will not cause the use of the penalty sanctions if delay of fulfilment of the contract or failure of implementation of his/her obligations is caused by force-majeure circumstances.
- 6.2. For the objectives of the contract, “force-majeure” shall mean the irrevocable circumstances not subjected to control of the parties, which are not related to errors and negligence of the parties and which has the unpredicted character. Such circumstance may be caused by war, natural disasters, epidemics, quarantine, establishment of embargo on delivery of goods, abrupt reduction of the budget appropriations, etc;
- 6.3. 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, he/she shall continue implementation of the obligations imposed by the contract at his/her own discretion, reasonability and opportunities and seek for any other alternative methods for implementation of the obligations, which will be independent from influence of force-majeure circumstances.

Article 7. Termination of the Contract

- 7.1. The party shall be authorized to terminate the contract fully or partially after prior notification of the other party, if:
- 7.1.1. The Supplier is unable to render the service within the terms stipulated by the contract or any terms extended by the Buyer;
- 7.1.2. If the Supplier is unable to carry out any of the obligations stipulated by the contract;

- 7.1.3. If the Buyer is aware that he/she is not be able to carry out the obligations imposed hereof for any reasons out of his/her control.
- 7.2. Termination of certain provisions of the contract does not release the Supplier from implementation of other obligations.
- 7.3. According to the paragraph 7.1 of this article, the party initiating termination of the contract should inform another one on his/her intent on termination of the contract in written or electronic form of communication at least 15 days in advance.

Article 8. Procedure of Implementation of Changes and Additions to the Contract

- 8.1. Changes and additions to the contract shall be in writing.
- 8.2. Any changes to the contract are valid only when being made in written form upon mutual consent of 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 to be transmitted afterwards.

Article 9. Settlement of Disputes

- 9.1. Any dispute shall be settled through a friendly consultation between both Parties, and in the case where no settlement can be reached, the dispute shall be considered by the court according to the Georgian legislation.

Article 10. Validity of the Contract

- 10.1. This contract shall become effective from the date indicated on the top of the contract and shall be valid until

Article 11. Final Provisions

- 11.1. All taxes related to fulfilment of the obligations stipulated hereof outside of the territory of Georgia shall be borne by the Supplier, and the taxes established on the territory of Georgia – by the Buyer.
- 11.2. Any changes to the Contract are valid only when being made in written form upon mutual consent of the parties. The documents can be signed and transmitted by fax or e-mails (scanned version)

and in that case they have the validity of the originals, original documents to be transmitted afterwards.

- 11.3 Any change to the contract shall not be made if it provokes increase of contract price or worsening of the contract provisions for the procurer, except for the cases defined in Article 398 of the Civil Code of Georgia. In case the conditions stipulated under article 398 of the Civil Code of Georgia occur it shall be inadmissible to increase the total value of the Contract by more than 10%.
- 11.4. The contract is made in Georgian and English languages, in two copies with equal legal power and is filed with the contractual parties.
- 11.5. In case of any discrepancy between the English and Georgian texts of the contract, English text shall prevail.

Requisites of the Parties

For the Buyer

(Full name, signature and position
of the official)

Bank requisites:

For the Supplier

(Full name, signature and position
of the official)

Bank requisites:

Each paragraph of the contract shall be additionally specified upon its execution.