

Contract on State Procurement No: MOMS/18/06/13

Tbilisi

June "28", 2013

Between

SAKAERONAVIGATSIA Ltd., (registered office: Airport, 0198, Tbilisi, Georgia, Identification Code: 208144051), hereinafter referred to as "the Client", represented by the Director General Mr. Gocha Mezvrishvili, on the one hand and **Cobra Georgia LLC** (head office and address of management: 27/9, Brothers Zubalashvili Street, Old Tbilisi Region, Tbilisi, Georgia, Identification Code: 404413078), hereinafter referred to as "the Performer", represented by the Director Mr. Juan Antonio Vicente Rodrigo, on the other hand,

Do hereby agree and enter into following contract:

Procurement opportunity: Simplified procurement, Law of Georgia on State Procurement, art. 10¹. par. 3, subpar. D, and Decree No.1390 of the Government of Georgia, dated July 5, 2011.

Article 1. Object of Contract

- 1.1. The Performer undertakes to perform **Interior Lamps installation works in new building of ATC Tower and Office of "Kopitnari International Airport" in Kutaisi** (hereinafter referred to as the "Service"), according to the Annex. No.1 and Annex No.2 which are the integral part of the contract . CPV – 71318100.
- 1.2. Inspection and over the fulfilment of the obligations provided under this contract by the Client shall be provided by the specifically authorized persons: Levan Gegeshidze (Head of Development and Project Management Department), Gela Kulumbegashvili (Head of Electric Lighting Engineering of Flight Maintenance Service) and Giorgi Shvelidze (Engineer). In addition, by putting signatures to the present Contract, they declare that they are not in conflict of interests according to the requirements of Law of Georgia on State Procurement, article 8, paragraph 1, sub- paragraphs "g" and "e".

Article 2. Price of Contract

- 2.1 The total price of the Contract amounts to **31 523.46 Euro** without VAT.

Article 3. Terms of Payment

- 3.1 Payment of the Contract price by amount of **31 523.46 Euro** (without VAT) will be affected to the Performer's account specified in the Article 13 of this Contract during 7 working days after completion of installation works and presentation of Acceptance Certificate signed by both parties, Form No.2 and Original Invoice on the payable amount.
- 3.2 The payment shall be made in GEL in accordance with the exchange rate set by the National Bank of Georgia on the date of the payment.

Article 4. Rights and Obligations of the Parties

4.1 The Performer shall:

- 4.1.1 Perform the Service stipulated in this Contract (Annex No.1 and Annex No.2).
- 4.1.2 For failure to fulfil its obligations under the Contract, the Performer shall be liable to the penalty by amount of 0.1% of the total Contract price for each day of delay, but no more than 10% of the Contract value.
- 4.1.3 The Performer is obliged to compensate for any damage caused by his fault.

4.2. The Client shall:

- 4.2.1 Effect the payment according to the terms and conditions stipulated by this Contract and Article 3.
- 4.2.2 Be responsible and pay all taxes, duties and levies that may require at the territory of Georgia.
- 4.2.3 If the Client does not affect the payment according to Article 3, he shall pay penalty 0.1% of the non-paid value, for each day of delay, but no more than 10% of the Contract value.
- 4.2.4 Provide supervision over fulfilment of the terms and conditions of the Contract.

Article 5. Schedule of Activities

- 5.1 The Performer endeavours obligation to complete Interior Lamps installation works in new building of ATC Tower and Office of "Kopitnari International Airport" in Kutaisi until September 10, 2013.
- 5.2 Fulfilment of the works will be approved by the Acceptance Certificate and Form No.2 signed between the parties.

Article 6. Force Majeure

- 6.1 For the purpose of this Contract "Force Majeure" shall mean: any future act and/or omission and/or circumstances which is and/or are unforeseen by and beyond the reasonable control of the parties or each one of them, that prevents the contracting party from and of timely fulfilment of his obligation (in part or completely) according to this contract. In the event of Force Majeure event and/or events, the party so affected should notify advice the other party within 7 working days as of the date that the Force Majeure situation is being evident to the announcing party, by registered letter or by telefax or e-mail. The case of Force Majeure as mention above, extend the obligation of both parties with the duration of the Force Majeure.

Article 7. Termination of the Contract

- 7.1 The Contract may be terminated by the agreement of the parties.
- 7.2 The Contact may be terminated unilaterally, by the initiative of one party in case of failure or improper implementation of the Contract obligations by another party. The initiating party should inform another party on termination of the contract in written form for 5 days in prior.

If the parties are unable to achieve the agreement after acceptance of such notice, the party shall have the right to terminate the contract in 5 days after sending the appropriate notice by another party.

- 7.3 Termination of the Contract does not release the parties from implementation of the obligations imposed until termination of the Contract and/or from other contractual obligations.

8. Warranty

- 8.1 The Performer hereby represents and warrants that the service rendered by Cobra Georgia LLC is in compliance with project and is warranted for the period of twenty twelve (12) month from the date of last Acceptance Certificate signed by both parties.

Article 9. Settlement of Disputes

- 9.1 This Contract shall be governed by and interpreted in accordance with the laws of the Georgia.

9.2 Any disputes arising at any time between the Parties concerning the execution of the Contract, shall be settled through a friendly consultation between both Parties. In case where no settlement can be reached, the dispute shall be considered at the Client's place by the court according to the legislation of the Client's state.

Article 10. Miscellaneous

- 10.1 Annex No.1 and Annex No.2 are the integral part of the Contract.
- 10.2 No amendment or modification to this Contract shall be effective unless stated in writing and signed by authorized representatives of both Parties.
- 10.3 The Contract is signed in English and in Georgian languages in 4 original copies, two for the Client and two for the Performer.

Article 11. Notices

- 11.1 Any formal notice or request with reference to this Contract, including any demand for amendment, shall be deemed to have been hand delivered or sufficiently given if sent by registered mail, E-mail, or tel./fax. The originals will be transferred afterwards.
- 11.2 English language shall be used for all documents, communications and letters between parties.

Article 12. Validity of the Contract

- 12.1 This Contract shall be considered as valid from the date indicated on the top of this Contract and shall be in force until December 31, 2013.

Article 13. Legal addresses and bank Properties of the Parties

Client:

Sakaeronavigatsia Ltd.
Georgia, Tbilisi International Airport
0158, Tbilisi
Tel:+ 995 32 744 212
Fax:+ 995 32 744 227
www.airnav.ge

Bank Details:

Intermediary Bank: Societe Generale, Paris, France

SWIFT: SOGE FR PP

Beneficiary bank: Bank "Republic" Tbilisi, Georgia

Correspondent acc. no: 001019083750

SWIFT: REPL GE 22

Beneficiary's name: SAKAERONAVIGATSIA L.T.D.

Beneficiary's IBAN No: GE32ER0000000712070996

Mr. Gocha Mezvrishvili

Director General

" "

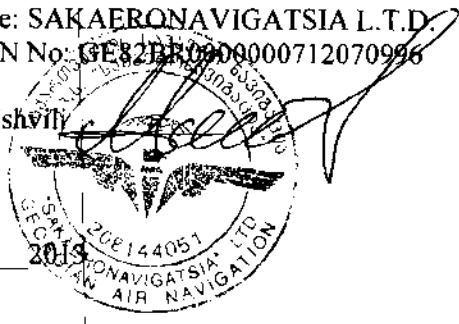
Performer:

Cobra Georgia LLC
27/9, Brothers Zubalashvili Street,
Tbilisi, Georgia,
ID 404413078
Bank Details: TBC Bank
SWIFT: TBCBGE22
Account No:
GE38 TB79 3173 6050 1000 01 GEL

Mr. Juan Antonio Vicente Rodrigo

Director

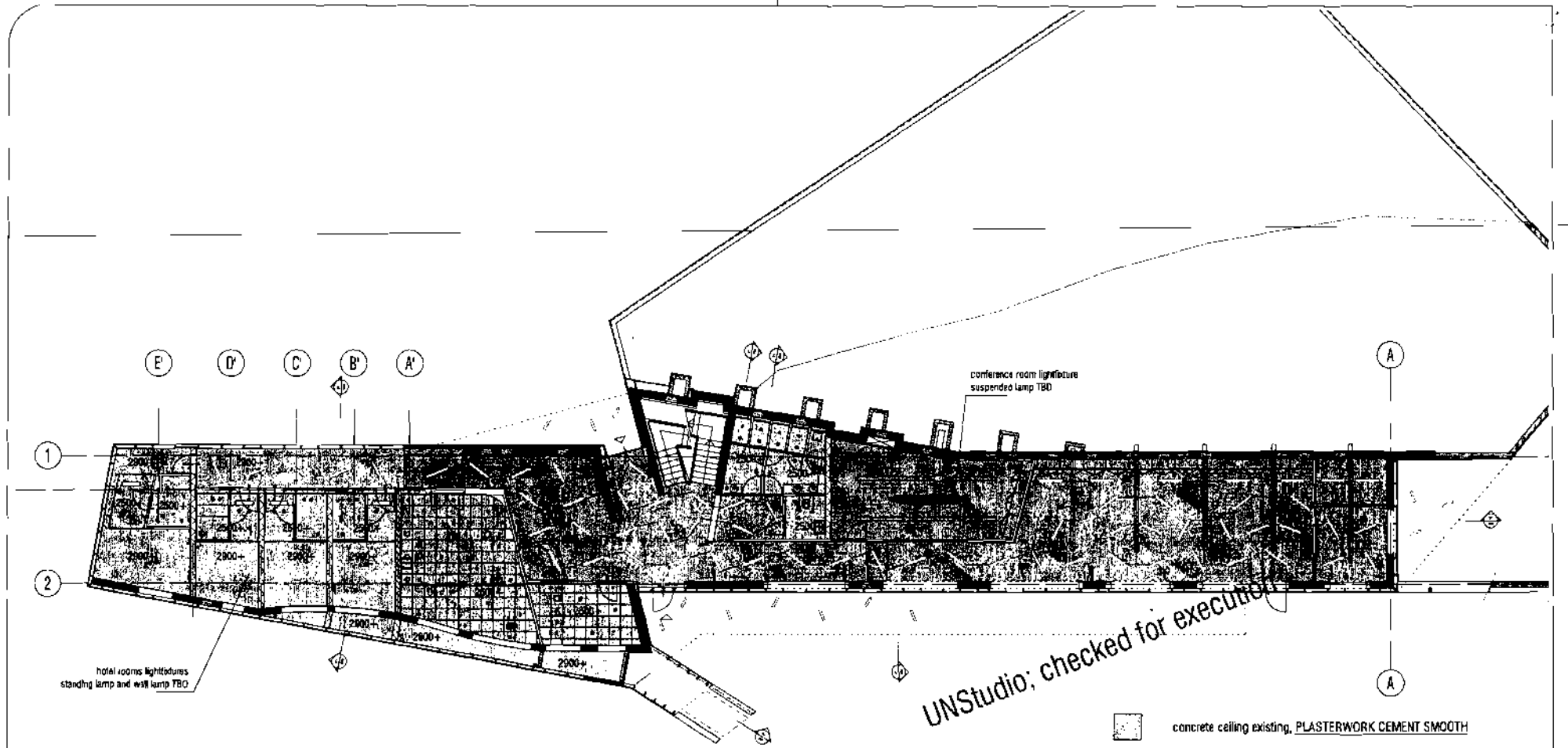
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










ANNEX 1.
ECONOMIC PROPOSAL

CAP	POSICION	QUANT	UNIT	CONCEPT	SELLING PRICES (Prices in Euros)	
					UNIT	TOTAL
LIGHTING IN OFFICE BUILDING						
C2				Office Lighting - INSTALATION		
				Basement		
C2_001		9	pcs	COS/ORION 2x18W	26,09	234,81
C2_002		31	pcs	COS/ETOG TPJ/IP-66 2X36W-	26,09	808,79
				Ground Floor		
C2_003		8	pcs	COS/CLON-2 62084	26,09	208,72
C2_004		36	pcs	COS/LT-DLS 232	26,09	939,24
C2_005		32	pcs	COS/OPTOLIGHT 6002,00	26,09	834,88
C2_005		4	pcs	COS/PTL-280235 DO	26,09	104,36
C2_006		38	pcs	COS/INTER LVM-TA 4x18W	26,09	991,42
C2_007		18	pcs	COS/ORION SLT/V5 2x18W	26,09	469,62
C2_008		18	pcs	COS/ORION SLT/V5 2x26W	26,09	469,62
				1st Floor		
C2_009		1	pcs	COS/CLON-2 62084	26,09	26,09
C2_010		11	pcs	COS/LT-DLS 232	26,09	286,99
C2_011		21	pcs	COS/INTER LVM-TA 4x18W	26,09	547,89
C2_012		13	pcs	COS/ORION SLT/V5 2x18W	28,26	367,38
C2_012		1	pcs	NEO 05-9574 1x35W	28,26	28,26
C2_013		241	pcs	installation of point of light composed by, conduit and cable 750V 3x1X2,5 mm ²	43,48	10.478,68
				Total C2		16.796,75
C3				LIGHT TCT CONTROL ROOM		
C3_001		6	UD	AMBIENT LIGHTING GROUP - NO INCLUDE THE LAMP	82,50	495,00
C3_002		10	UD	RECESSED DOWNLIGHT INDIVIDUAL - NO INCLUDE THE LAMP	95,06	950,60
C3_003		4	UD	DOWNLIGHT LED - NO INCLUDE THE LAMP	95,06	380,24
				Total C3		1.825,84
C4				LIGHT TCT TECHNICAL ROOM 01 TO 04		
C4_001		7	UD	WT360C 54W - NO INCLUDE THE LAMP	103,43	724,01
C4_002		11	UD	BBG490 - NO INCLUDE THE LAMP	95,06	1.045,66
				Total C4		1.769,67
C5				LIGHT TCT STAIRS		
C5_001		90	UD	INSTALLATION LAMPS STAIRS	123,68	11.131,20
				Total amount (Tax not included)		31.523,46



UNStudio; checked for execution

-  concrete ceiling existing, PLASTERWORK CEMENT SMOOTH
-  mineral acoustic suspended ceiling 600x600 (2500+FFL)
-  lowered ceiling, gypsum seamless, flushed and filmed
-  light fixture; tubes 1200 mounted interior + cabling
-  light fixture; tubes 600 mounted exterior
-  light fixture; tubes 600 recessed exterior
-  light fixture; PL spots build-in
-  light fixture; specials
-  visible ventilation ducts, MEP

UNStudio
 Slachthuisdijk 113
 PO Box 15381
 1070 AJ Amsterdam - NL

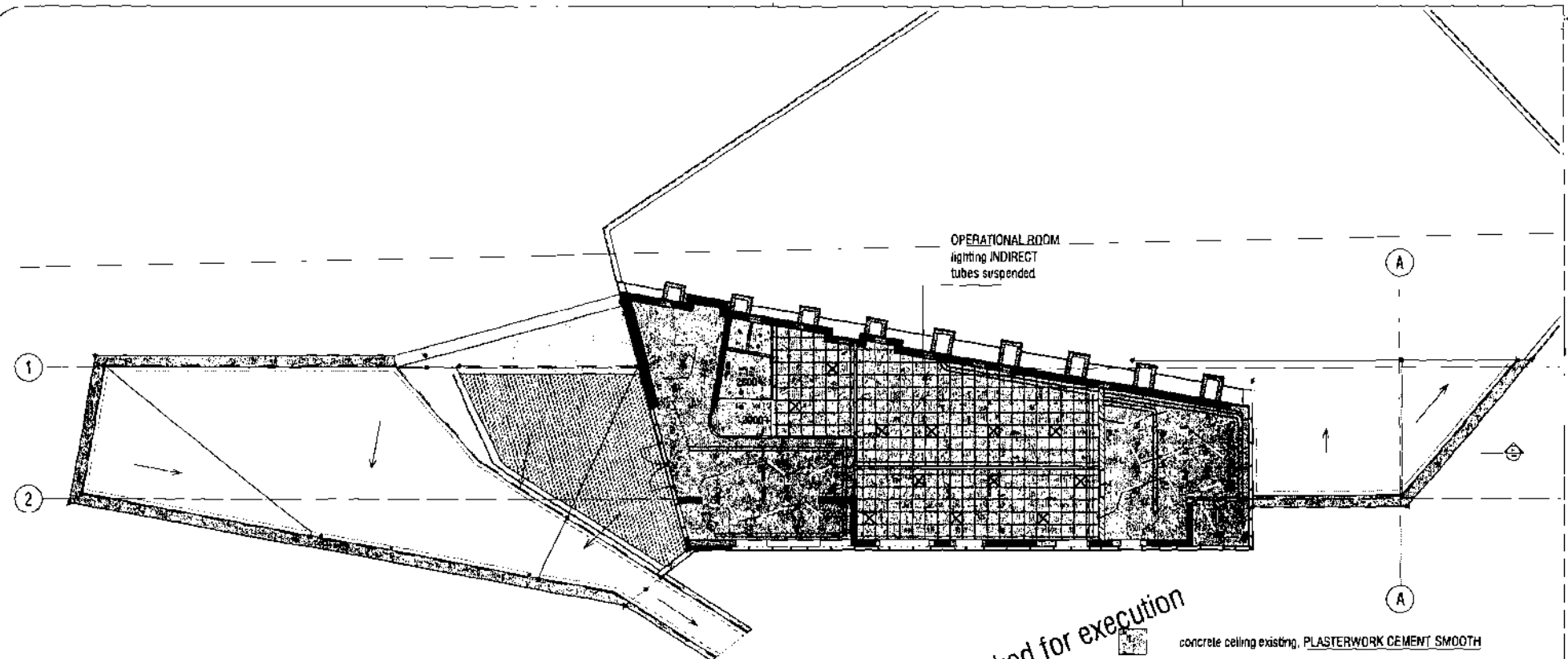
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 2011-071
 project name:
 Kapitani airport - Air traffic control
 location:
 Georgia

reference:
 to: no:
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 scale:
 1:200

phase:
 D2 - Design Development / Construction Documents
 status:
 final










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 27.01.2012
 revision:
 29.06.2012 REV.3

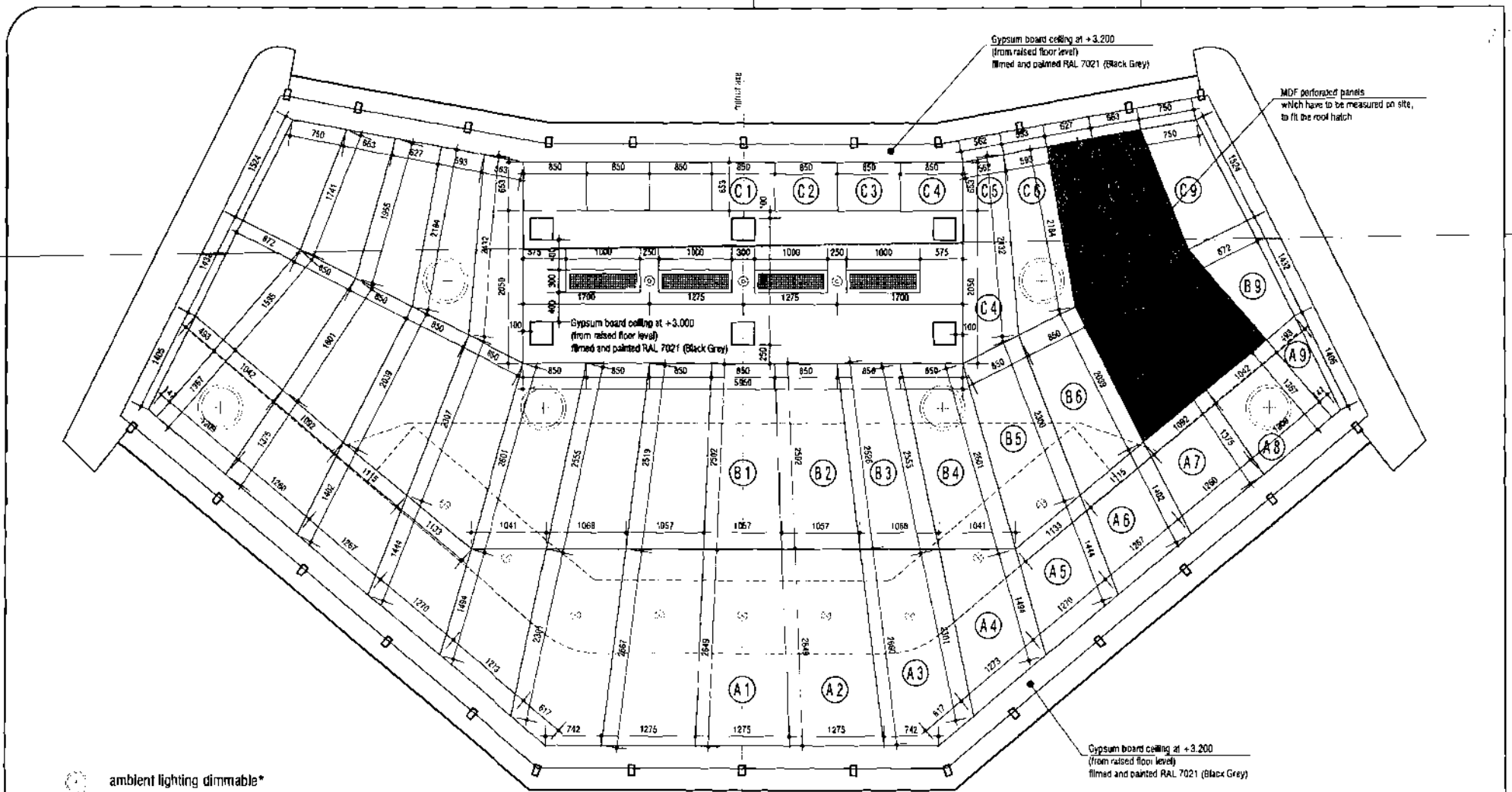
701OFF_Ground floor, ceiling plan
 drawing name:
D2 -701OFF



OPERATIONAL ROOM
lighting INDIRECT
tubes suspended

UNStudio; checked for execution

-  concrete ceiling existing, PLASTERWORK CEMENT SMOOTH
-  mineral acoustic suspended ceiling 600x600 (2500+FFL)
-  lowered ceiling, gypsum seamless, flushed and filmed
-  light fixture; tubes 1200 mounted interior + cabling
-  light fixture; tubes 600 mounted exterior
-  light fixture; tubes 600 recessed exterior
-  light fixture; PL spots build-in
-  light fixture; specials
-  visible ventilation ducts, MEP



- ambient lighting dimmable*
 - recessed downlight individual dimmable*
 - downlight LED dimmable*
 - exhaust grill by COBRA, painted RAL 7021 Black Grey
- *Lighting fixtures following lighting design specification by PRIMO

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 Stadt Duderstadt 113
 PO Box 7536
 10700 AJ Amstelveen - NL

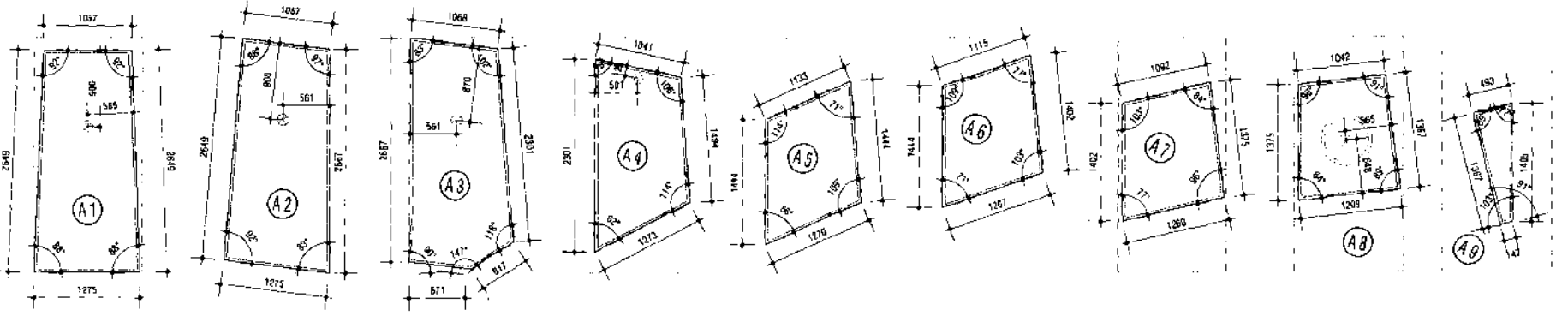
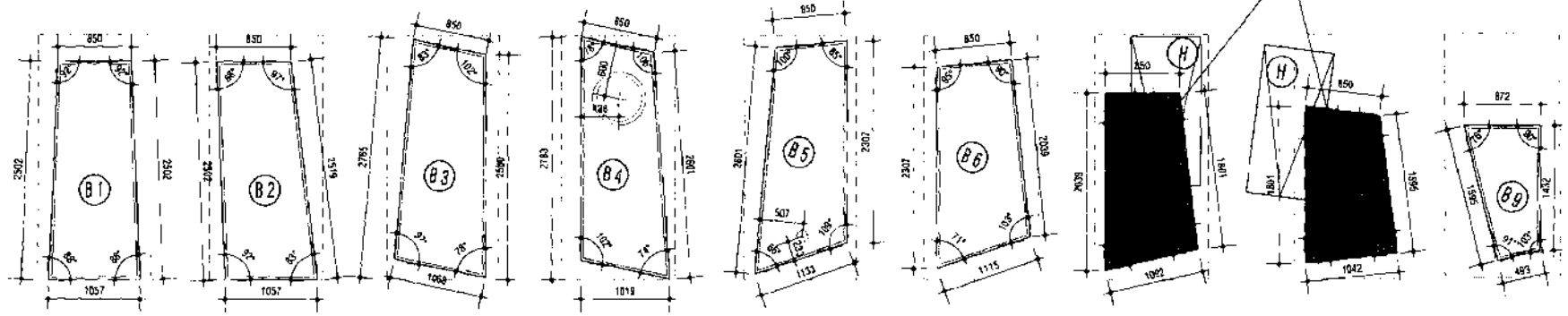
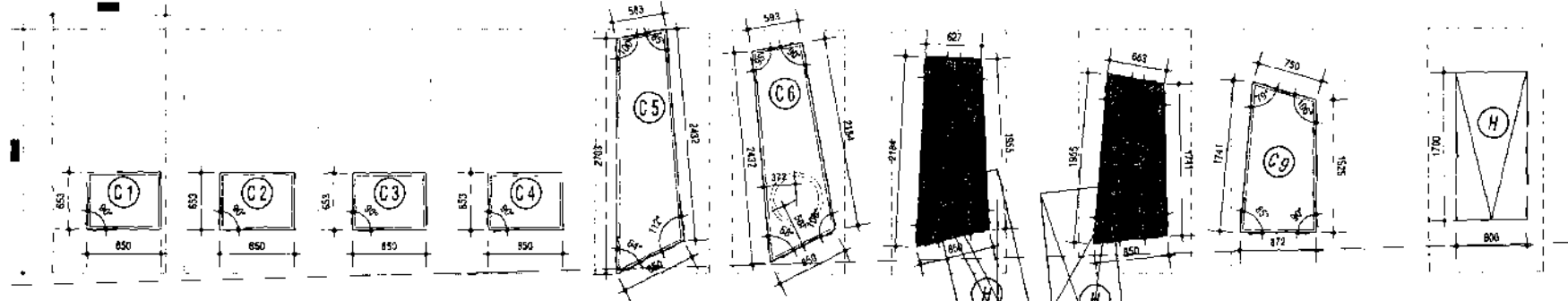
project number
 2011-077
 project name
 Kópitarí Airport - Meteo station
 location
 Georgia

version
 A3
 scale
 1:50

stage
 D1 - Design Development
 status
 final

date
 27.01.2012
 revision date
 rev 1 - 03.04.2013

Control cabin ceiling
 D1 -825C TCT



MDF perforated panels
which have to be measured on site,
to fit the roof hatch

MDF perforated panels
which have to be measured on site,
to fit the roof hatch

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Stadhouderskade 113
PO Box 7538
1070 AJ Amsterdam - NL

reference
2011-077
client
Koitnari airport - Metro station
location
Georgia

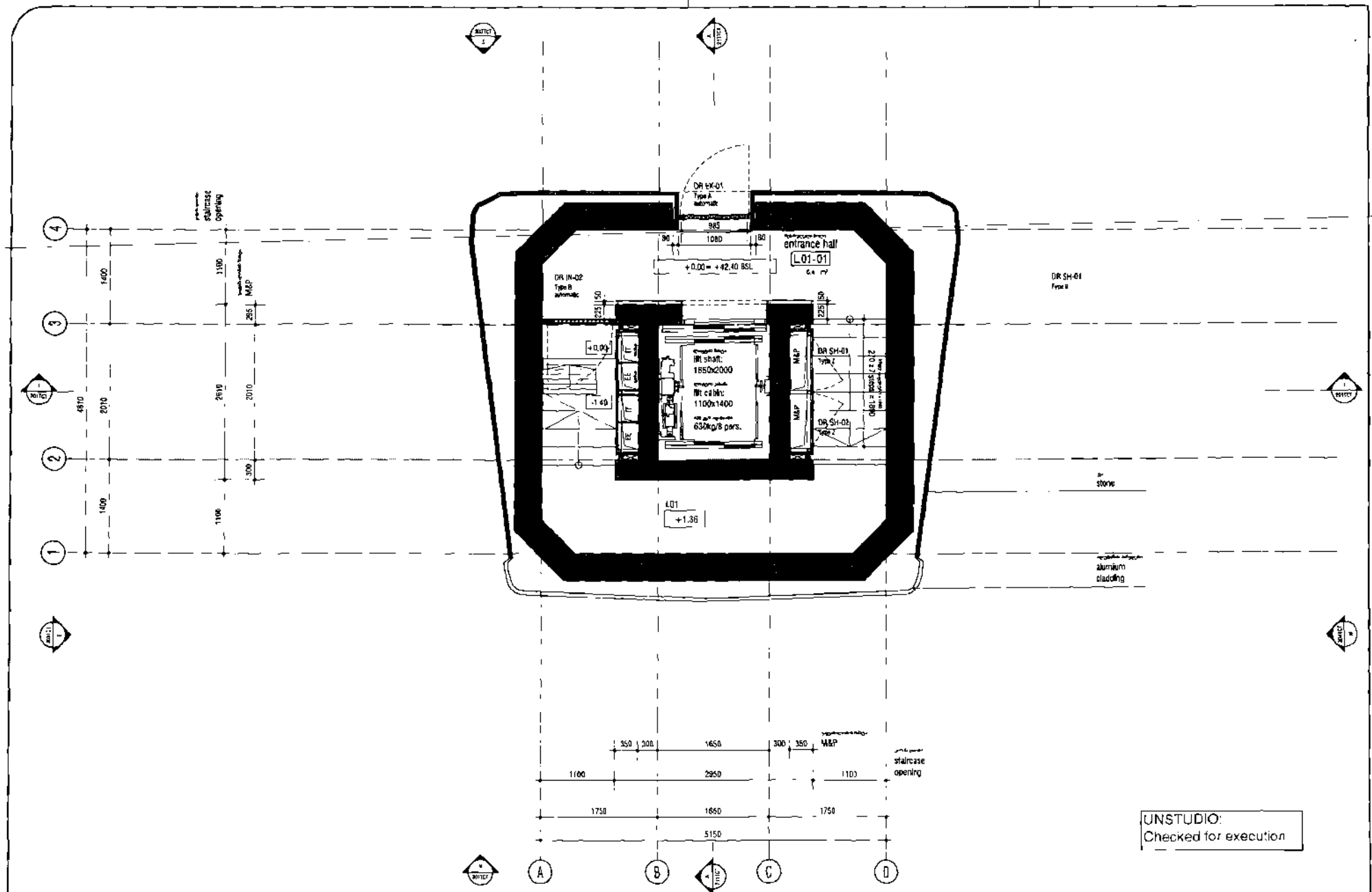
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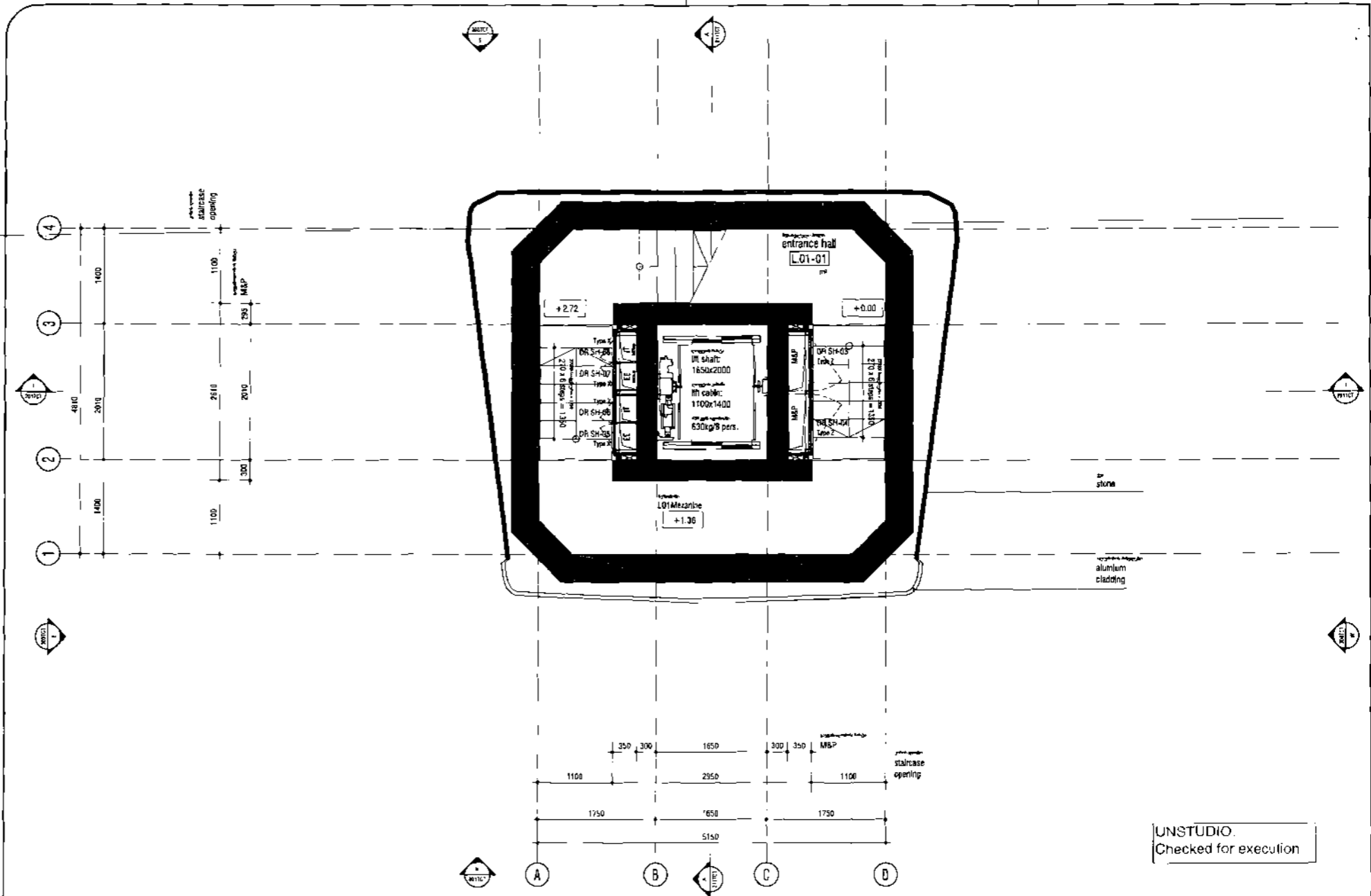
date
27.01.2012
revision
rev 1 - 09.04.2013



Ceiling panels
D1 -825E TCT



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Checked for execution



UNSTUDIO.
Checked for execution

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Station: Kopitnani 113
PO Box 75361
1910 AA Amsterdam - NL

project number: 2011-071
project name: Kopitnani airport - Air traffic control
location: Georgia

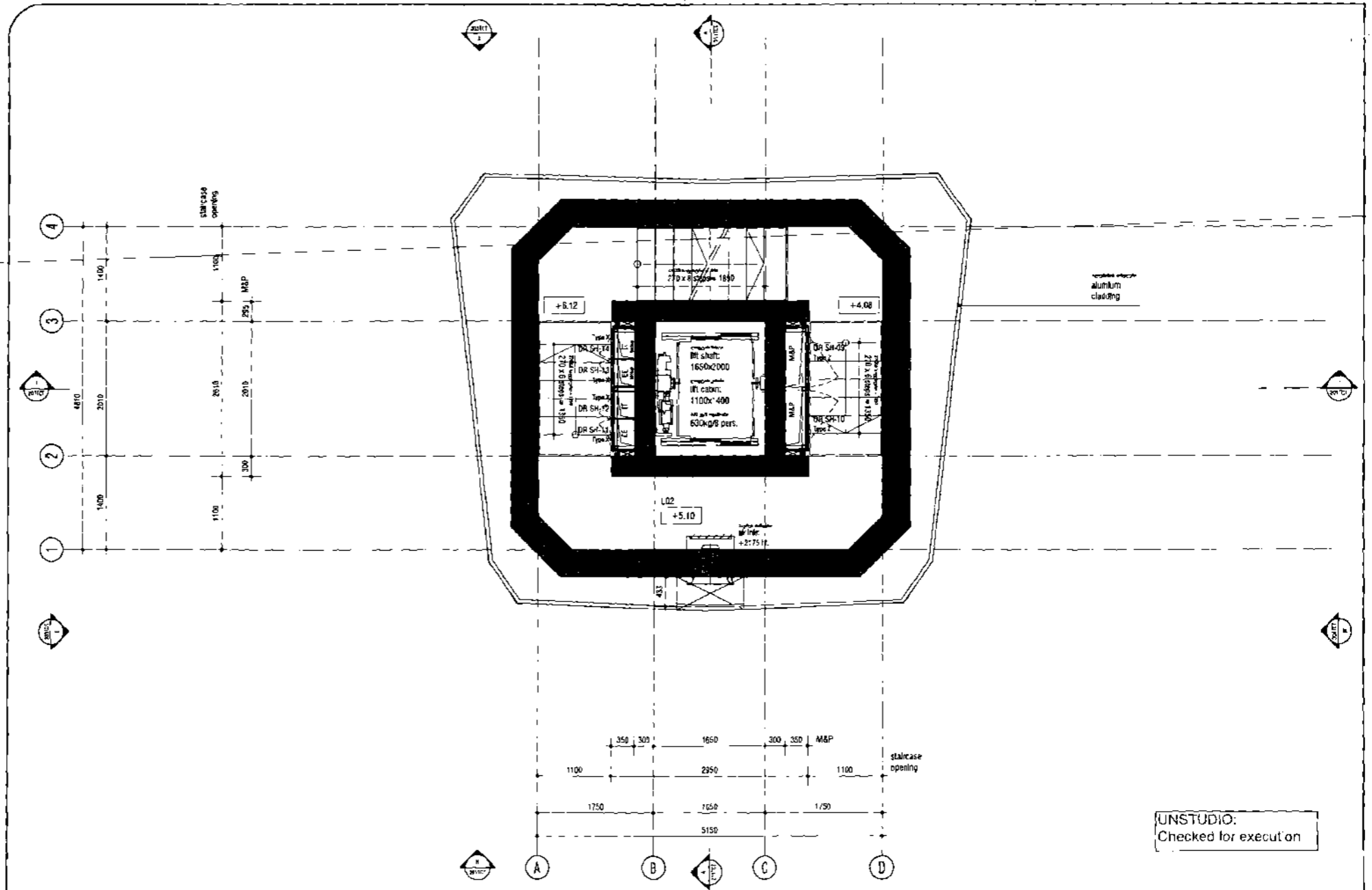
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status: final

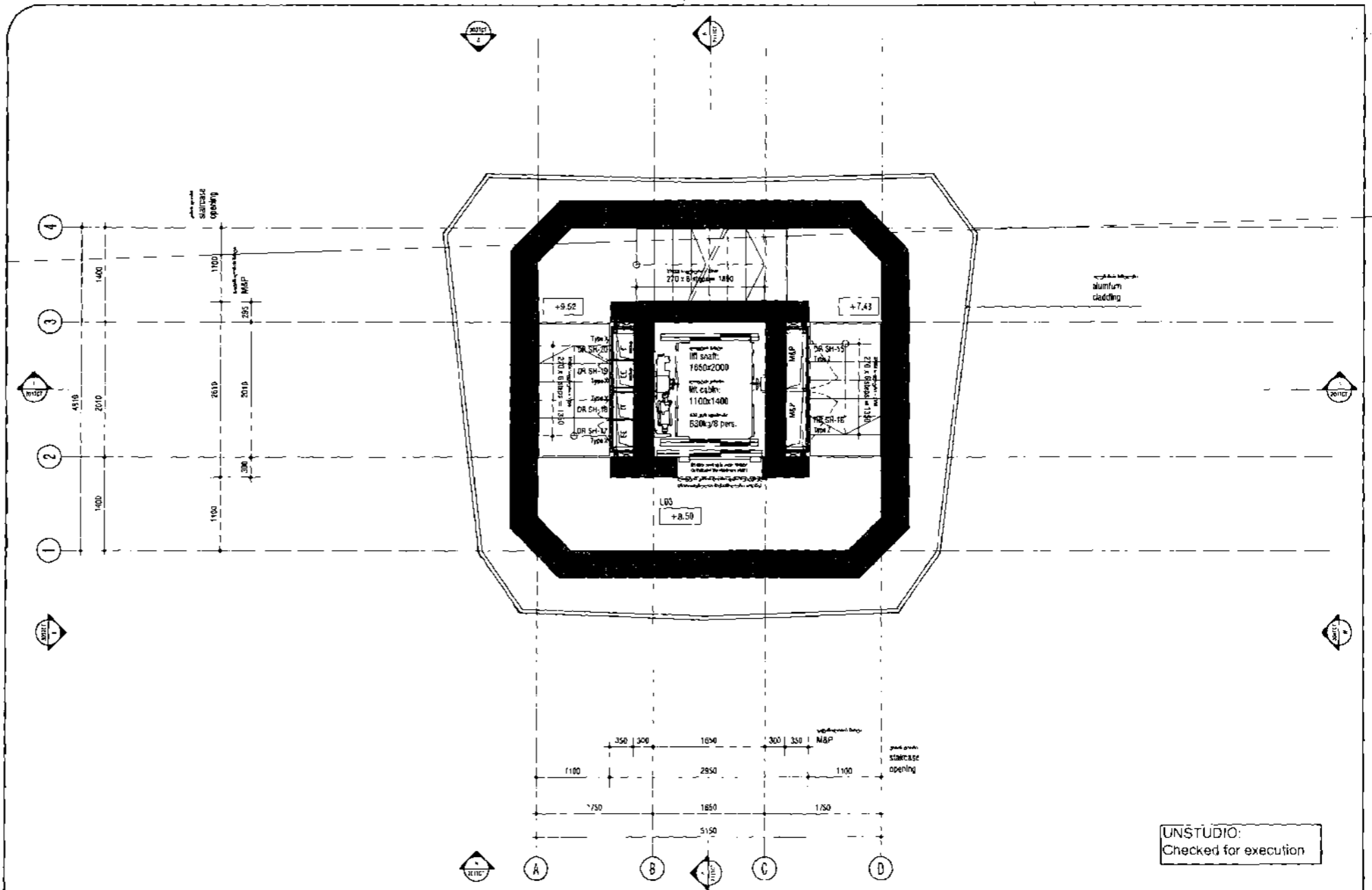
date: 23.07.2012
revision: none

Mezzanine level

D2 -801M TCT



UNSTUDIO:
Checked for execution



UNSTUDIO:
Checked for execution

UNStudio

Stadhoudersplein 113
PO Box 7228
1076 AZ Amsterdam - NL

project number
2011-071
client name
Kopitnari airport - Air traffic control
location
Georgina

scale
A3
scale
1:50

of use
D2 - Design Development / Construction Documents
stage
final



date
23.07.2012
author
dec

Level 03

D2 -803TCT