

## Contract N 01-122101

Purchase is realized on the basis of State Procurement Agency Chairmen's Order N1610 (SMP150001059) in accordance with "A" sub-item of the 3rd item of the 10<sup>1</sup> article of Georgian Law "About State Purchases"

Funding source: own 2015 means of LEPL National Environmental Agency

Tbilisi city

December, 21<sup>st</sup>, 2015 .

From the one hand, LEPL National Environmental Agency (hereinafter referred to as "Purchaser"), represented by its Acting Head **Tamar Bagratia**, and from the other hand **Selex ES GmbH**, Germany, (hereinafter referred to as "Supplier") represented by its Managing Director **Ulrich Nellen** conclude the Contract on the following:

### 1. Contract Subject

1.1. Subject of this Contract is the license package state procurement (CPV-48218000– License administration software packages) by the Purchaser from the Supplier, for the usage of meteorological radar (Model: meteor 735c) listed on the balance of LEPL Military Scientific-Technical Center "Delta" and produced by **Selex ES GmbH** (The legal basis for the radar usage by the Purchaser : LEPL Military Scientific-Technical Center "Delta"'s director's letter N2001).

1.2. The technical reference of the license package envisaged by this contract is given in the Annex 1 which is integral part of this Contract.

### 2. Cost of the Contract

2.1. Total estimated cost of the purchase object makes up 60 000 (sixty thousand) euros equivalent in National Currency- GEL according to the exchange rate established by National Bank of Georgia for the day of payment, excluding all expenses and costs connected to the delivery of the contract subject to the service performance country. The costs related to the Bank Guarantee fees envisaged by 3.2 point of this Contract will be paid by the Supplier.

2.2. The exact cost of the Contract subject is given in the Annex 1, which is integral part of this Contract.

2.3. Changing of valuable parameters of the Contract is not allowed if such changes cause increase in total Contract cost or worsening of the Contract's conditions for the Purchaser organization, except the cases established by the 398, r' article of the Georgian Civil Code.

### 3. Rules of Payment

3.1 Payment to the Supplier will be conducted by bank transfer in national currency according to the exchange rate established by the National Bank of Georgia for the day of payment.

3.2 Payment will be performed by the Purchaser in accordance to the rule of advance payment- in form of advance, will pay to the Supplier 100% of the Contract amount, on the basis of bank guarantee issued by banking institution accredited in Georgia and submitted by Supplier for the same amount (expiration period of the mentioned bank guarantee shall exceed the expiration period of this Contract for one month).

### 4. Contract Performance Control

4.1. Purchaser or his/her representatives are authorized to exert technical control in order to ensure their compliance with technical conditions provided by the Contract.

4.2. The Supplier is obliged to remedy any defect and/or provided defective service revealed during control (inspection) by its own expenses.

4.3. From the side of the Purchaser the staff members of Hydrometeorological Department of LEPL National Environmental Agency will control execution of the liabilities, undertaken by the Supplier pursuant to this contract.

### 5. Conditions of Product Delivery

5.1. The goods provided by the Contract shall comply with conditions assigned by this Contract.

5.2. Supplier is obliged to start delivery of goods and all the related services no later than 31. January 2016 after signing the Contract.

5.3. The Supplier is obliged to deliver the goods envisaged under this Contract by its own expenses to the Purchaser's address: Aghmashenebeli. Ave. 150 D, Tbilisi, 0112, Georgia. The delivery terms: in accordance with CIP Incoterms 2010.

#### 6. Acceptance-delivery procedures of the purchased object

6.1. After the completion of the delivery of goods envisaged by this Contract will be concluded acceptance-delivery act, where the name of the service, cost, total price, qualitative compliance with contract's conditions, requisites of the Contract, date and place of execution of delivery-acceptance act will be indicated. From the Purchaser side the delivery-acceptance act will be concluded by the acting head of the Hydrometeorological Department of LEPL National Environmental Agency.

#### 7. Responsibility

7.1. In case of delay or failure in fulfillment of the Contract envisaged liabilities, the Supplier imposed payment of the forfeit – in amount of 0.1% of the total cost of the Contract for each overdue day. This does not apply if the delay is not due to the Supplier (for example delayed delivery of data by the Purchaser).

7.2. In case if total amount of forfeit imposed for delay exceeds 3% of Contract's cost, the Purchaser shall be entitled to cancel this Contract unilaterally.

7.3. Payment of forfeit does not release the Supplier from the fulfillment of basic liabilities.

#### 8. Warranty terms and conditions

8.1 The delivery performance terms, technical characteristics and quality of the products to be delivered by the Supplier shall conform to the Annex1 that is integral part of this Contract.

8.2 The Supplier guarantees that the goods delivered by the Supplier will be new, fit for use, will not be damaged (will be without defect) and will be in compliance with characteristics presented in Annex1. Otherwise, also in case of defect of the provided goods, the Supplier is obliged to remedy any revealed defect or replace the non-compliant goods with new ones within the guarantee period foreseen in point 8.3 of this Contract.

8.3 The 1 (one) year warranty applies to the delivered goods and enter into force after the Acceptance-delivery act concluding date.



## 9. Contract Duration

This Contract is valid from the date of its signing and ends at 01 March 2016.

## 10. Contract Termination

10.1. The Purchaser can wholly or partly terminate this Contract:

- a) If the Supplier within periods stipulated by the Contract can not provide the Contract envisaged services;
- b) If the Supplier can not fulfill any obligations envisaged by the Contract.

10.2. The Purchaser is also authorized to make decision on the Contract's termination in following cases:

- a) If the Purchaser becomes aware that due to independent from him/her reasons he/she can not fulfill the liabilities undertaken by the Contract;
- b) In case of bankruptcy of the Supplier;
- c) In other cases provided by Georgian legislation;

## 11. Force-majeure

11.1. Non-fulfillment of the Contract's conditions by one of the parties of the Contract will not serve as basis for penalty application if delay of the contract or non-fulfillment of its liabilities is the result of force-majeure circumstances.

11.2. For the purposes of this article "force majeure" means circumstances that can neither be overcome or controlled by parties and are not attributed to the mistakes or negligence of the Purchaser and/or Supplier and carry an unforeseen character. These circumstances can be caused by war, acts of God, epidemy, quarantine and imposing of embargo on supply of goods, sharp reduction of state assignments etc.

11.3. In case if of force-majeure circumstances start, the Contractor party, for whom it is impossible to realize undertaken liabilities, shall immediately send to the other party a written notice about such circumstances and the causing reasons. If the notification sending party does not receive written response from the other party he/she shall continue fulfillment of the undertaken liabilities at his/her own discretion, purposefulness and ability and try to find such alternative methods independent from the influence of force-majeure circumstances.

#### 12. Decision of disputable questions

All disputes arisen during the Contract's term shall be settled via negotiations. In case if the agreement is not achieved, the parties are authorized to apply to the court of Georgia and request dispute resolution pursuant to the applicable legislation of Georgia.

#### 13. Transfer of rights

Without prior written confirmation of the Purchaser, the Supplier shall not transfer his/her liabilities fully or partly to any third party.

#### 14. Notifications

14.1. Any notification sent by one party to the other in compliance with this Contract will be sent in form of letter, email or fax, to the following addresses: e-mail of the Purchaser: [m.bezhashvili@nea.gov.ge](mailto:m.bezhashvili@nea.gov.ge), [iramegrelidze@gmail.com](mailto:iramegrelidze@gmail.com); Email of the Supplier – [L.dambra@selex-es-gmbh.com](mailto:L.dambra@selex-es-gmbh.com)

14.2. Notification comes in force upon its receipt by the Addressee and on the date established for enactment of the notification, considering which of these dates comes later.

#### 15. Fees and taxation

15.1. The Purchaser is responsible for all those taxes, fees or other duties that are related to the delivery of the goods within the territory of Georgia.

15.2. The Local Supplier is responsible for payment of taxes, duties and other fees established by Georgian legislation, if not otherwise provided by the Contract.

15.3. The custom clearance expenses for the goods transported by the Supplier on the territory of Georgia envisaged under this Contract shall be borne by the Purchaser in accordance with Georgian legislation.

#### 16. The Contract Language

The Contract language is English and after the signature of both parties, the Contract shall be translated in to Georgian language and certified by the notary on the Purchaser's expenses.

## 17. Additional Conditions

17.1. The Contract is drawn up in 3 (three) copies , each of which has equal legal effect and is kept by signatories (one copy by the Supplier and two copies by the Purchaser).

17.2. Making of any changes or/and additions in the Contract is viable only in written form, based on the parties agreement, in the form of additional agreement to the Contract, which will have the same legal effect as the Contract.

## “Purchaser”

LEPL “National Environmental Agency”

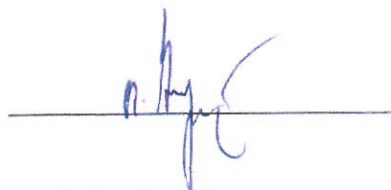
ID code: 204559691

Address: Tbilisi city, D. Agmashenebeli N 150

Receiver Bank: State Treasury

Name of receiver: Joint Account of Treasury

Bank Code :TRESGE22



Tamar Bagratia

Head of the Agency

## „Supplier“

Selex ES GmbH

Raiffeisenstrasse 10

41470 Neuss/Germany

Receiver Bank: Commerzbank AG Düsseldorf

Name of receiver: Selex ES GmbH

IBAN: DE10 300400000440042000

SWIFT/BIC:COBADEFFXXX

Payment ID: LEPL-GEORGIA-ADDTL.RAINBOW



Ulrich Nellen

Managing Director



## Contract N 01-122101

## Annex I

Nr.	Description			Unit Price in Euro	Qty.	Total Price in EUR
<b>Detailed Price List</b>						

## 1. Meteorological Workstations &amp; Software

1.1	<b>Rainbow Server Workstation</b> for Radar Product Generation enabling: - Generation of meteorological products - Distribution and archiving of the generated products including: - Computer Platform: HP Z620, Windows or Linux - 24" Widescreen Monitor - Rainbow-server license (per workstation) - Operating system/Rainbow installed & tested	6,820.00	1	6,820.00
1.2	<b>Rainbow User Workstation (DART)</b> for Radar Product Visualization enabling: - Visualization and analysis of meteorological products (Rainbow DART) - Comprehensive display options: zoom, pan, scroll, over-/underlay, context menu, etc. including: - Computer Platform: HP Z420, Windows or Linux - 24" Widescreen Monitor - Rainbow-client license (per workstation) - Operating system/Rainbow installed & tested	5,000.00	0	not included
1.3	<b>Rainbow Basic Product License</b>	17,870.00	1	17,870.00

for Product Generation System, license per radar including:

PPI - Plan Position Indicator  
 MPPI - Multiple Plan Position Indicator  
 RHI - Range Height Indicator  
 CAPPI - Constant Altitude PPI  
 MCAPPI - Multiple Constant Altitude PPI  
 MAX - Maximum Display  
 CMAX - Column Maximum  
 VCUT - Vertical Cut  
 MLVCUT - Multiple-Line VCUT  
 EHT - Echo Height

1.4	<p><b>Rainbow Additional Products License</b>          for Product Generation System, license per radar including:  <b>Extended products:</b>          VVP – Volume Velocity Processing          UWT – Uniform Wind Technique          HWIND – Horizontal Wind          SRV – Storm Relative Velocity          SWAD – Severe Weather Analysis Display  <b>Hydrological products:</b>          SRI – Surface Rainfall Intensity          PAC – Precipitation Accumulation          VIL – Vertical Integrated Liquid          PRT – Point Rainfall Total          RGRT - Raingauge Radar Total          RSA – River Subcatchment Accumulation  <b>Phenomena Detection Products:</b>          SSA – Storm Structure Analysis          MESO – Mesocyclone Detection          TVD – Tornado Vortex Detection          VERG – Vergence Detection          GF – Gust Front Detection          SWI – Severe Weather Indicator          ZHAIL – Reflectivity-based Hail Warning  <b>Warning Products:</b>          FD&amp;WARN - Feature Detection and Warning (including Protected Area Definition)  <b>Nowcasting Products:</b>          CTR – Cell Centroid Tracking          RTR – Rain Tracking  <b>Dual Pol Products:</b>          DPSRI – Dual Polarization Surface Rainfall Intensity          HAILSZ – Hail Size Estimation          DPATC – Dual-Pol based Attenuation Correction</p>	28,950.00	1	28,950.00
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PHI2KDP – PhiDP Filtering and KDP  
Derivation

ECLASS – Echo Classification

**PreProcessing Products:**

ZATC – Z-based Attenuation Correction

**Data&Format Converter Products:**

EFH - External File Handler

PROJ 4 Projection

ASCII

RBSHP GIS Shapefile

RBRASTER GIS Raster

USRCDF User-defined Product Handling

**Misc Products:**

RainFTP

RainALARM: Alarm tool for logging

<b>2.</b>	<b>Services (at factory)</b>			
<b>2.1</b>	<b>Software installation</b>	1,920.00	1	1,920.00
<b>2.2</b>	<b>Documentation</b>	2,960.00	1	2,960.00
	Rainbow products documentation 1 set on CD-ROM, 1 sets as paper copy in English language			
<b>2.3</b>	<b>Training at Factory</b>	10,610.00	0	not included
	Course in radar hard- and software Duration: 2 weeks Location: Neuss/Germany Language: English excluding: travel & local expenses for the trainees add. training day			
		on request	0	not included
<b>2.4</b>	<b>Shipment and Transportation</b>	1,480.00	1	1,480.00
	Including: - Delivery of hardware/software to designated site - Freight insurance			
<b>3.</b>	<b>Services (on site)</b>			

<b>3.1 Training on site</b>	9 810.00	0	not included
A 5 days course in radar hard- and software Location: Customer selected site Language: English including: travel & local expenses for the trainer(s) excluding: travel & local expenses for the trainees			
add. training day	on request	0	not included

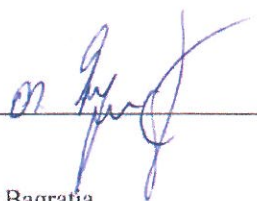
## Note:

Software preinstalled or to be installed remotely. No travel on site foreseen

**GRAND TOTAL****EUR****60,000.00**

"Purchaser"

LEPL "National Environmental Agency"



Tamar Bagratia  
Head of the Agency

„Supplier“

Selex ES GmbH



Ulrich Nellen  
Managing Director

