CONTRACT DATA

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| --- | --- | --- |
| Sub-Clause | Data to be given | Data |
| 1.1.20 |  | [\*]% |
| 1.1.17 | Defects Notification Period DNP | 60 months, following the issuance of the Taking Over Certificate |
| 1.1.30 | Employer’s name and address | M2 ZUGDIDI LTD /ID 402109721 |
| 1.1.35 | Engineer’s name and address | N/A |
| 1.1.87 | Time for Completion | Shall be provided/defined by the tender participant |
| 1.3 (a) (ii) | Agreed methods of electronic transmission | Electronic mails |
| 1.3 (d) | Address of Employer for communications | [gzakalashvili@m2.ge](mailto:gzakalashvili@m2.ge) |
| 1.3 (d) | Address of Engineer for communications | N/A |
| 1.3 (d) – Tenderer to Complete | Address of Contractor for communication | N/A |
| 1.4 | Contract shall be governed by the laws of | Georgia |
| 1.4 | Ruling language | Georgian |
| 1.4 | Language for communications | Georgian and/or English (document in any of the referred languages are acceptable) |
| 1.8 | Number of additional paper copies of Contractor’s Documents | 3 |
| 1.9 | Period for notification or errors, faults or other defects in the Employer’s Requirements | N/A |
| 1.15 | Total liability of the Contractor to the Employer under or in connection with the Contract |  |
| 2.1 | After receiving the Letter of Acceptance, the Contractor shall be given right to access to all of part of the Site within | 10 days |
| 2.4 Non-applicable | Employer’s financial arrangements |  |
| 4.2 | Performance Security (as percentages of the Accepted Contract Amount in Currencies): USD  Percent: 5%  Currency: USD  Warranty bond  Percent: 5%  Currency: USD  Percent: ) **5%** (five percent) of the Contract Price for the 1st (first) year of the Defects Notification Period;  (b) **2.5%** (two point five percent) of the Contact Price for the 2nd (second) year of the Defects Notification Period; |  |
| 4.4 (a) | Maximum allowable accumulated value of work subcontracted (as a percentage of Accepted Contract Amount) | 10 % of the estimated contract amount |
| 4.4 (b) | Parts of the Works for which subcontracting is not permitted: | N/A |
| 4.7.2 | Period for notification of errors in the items of reference | [\*] days |
| 4.19 | Period of payment for temporary utilities | As indicated under the utility bills |
| 4.20 | Number of additional paper copies of progress reports | 2 |
| 6.5 | Normal working hours on the Site | 12 hours, *provided that the Contractor is responsible to organize the shifts in accordance with the laws of Georgia* |
| 8.3 | Number of additional paper copies of programs |  |
| 8.8 | Maximum amount of Delay Damages | 10% of the Accepted Contract Amount |
| 13.4 (b)(ii) | Percentage rate to be applied to Provisional Sums for overhead charges and profit | Shall be defined/provided by the contractor |
| 14.2 | Total amount of Advance Payment (as a percentage of Accepted Contract Amount) | 10 % of the accepted contract amount |
| 14.2 | Currency of currencies of Advance Payment | USD *equivalent in GEL in accordance with the currency exchange rate established by National Bank of Georgia on the date of payment* |
| 14.2.3 | Percentages deductions for the repayment of the Advance Payment | 10 % |
| 14.3 | Period of payment |  |
| 14.3 (b) | Number of additional paper copies of Statements |  |
| 14.3 (iii) | Percentage of retention | **5 %** (five percent) of the Accepted Contract Amount, retained per each submitted Interim Payment Certificate. |
| 14.3 (iii) | Limit of Retention Money (as a percentage of Accepted Contract Amount) | 5% |
| 14.5(b)(i) | Plant and Materials for payment when shipped | N/A |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site | N/A |
| 14.6.2 | Minimum amount of Interim Payment Certificate (IPC) | N/A |
| 14.7(a) | Period for payment of Advance Payment to the Contractor | Within 10 days after receiving an advance payment bank guarantee |
| 14.7(b)(i) | Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 | Within 21 days after provision and confirmation by the Employer interim payment certificate |
| 14.7(b)(ii) | Period for the Employer to make interim payments to the Contractor under Sub-Clause 4.13 | N/A |
| 14.7 (c) | period for the Employer to make final payment to the Contractor | Within 56 days after the employer receives ths IPC |
| 14.8 | financing charges for delayed payment (percentage points above the average bank short–term lending rate as referred to under sub-paragraph (a) | 0.01% of the Accepted Contract Amount per each day of delay not exceeding 10% of the Contract |
| 14.11.1 (b) | number of additional paper copies of draft Final Statement | N/A |
| 14.15 | currencies for payment of Contract Price: | USD equivalent in GEL in accordance to the official currency exchange rate established by National Bank of Georgia on the date of payment |
| 14.15 (a)(i) N/A | proportions or amounts of Local and Foreign Currencies are: Local................................................................... Foreign................................................................ | N/A |
| 14.15 (c) N/A | currencies and proportions for payment of Delay Damages | N/A |
| 14.15 (g) | rates of exchange |  |
| 17.2 (d) | forces of nature, the risks of which are allocated to the Contractor | Any forces of nature that indirectly were triggered / derived from actions of the Contractor;  Forces of nature related to historic placement/siting of the Site |
| 19.1 | Permitted deductible limits: insurance required for the Works ......................... insurance required for Goods .............................. insurance required for liability for breach of professional duty ................................................. insurance required against liability for fitness for purpose (if any is required) ................................... insurance required for injury to persons and damage to property............................................. insurance required for injury to employees ........... other insurances required by Laws and by local practice: | **Insurance of works and equipment:** 115% (one hundred and fifteen percent) of the Accepted Contract Amount  **Minimum amount of third party**  **Insurance:**1,000,000.00 USD per accident with unlimited numbers of occurrences. |
| 19.2(1)(b) | additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | N/A |
| 19.2(1)(iv) | list of Exceptional Risks which shall not be excluded from the insurance cover for the Works | Shall be negotiated during the insurance policy isuance |
| 19.2.2 | extent of insurance required for Goods .......................... amount of insurance required for Goods........................ |  |
| 19.2.3.(a) | amount of insurance required for liability for breach of professional duty | 1,000,000 USD |
| 19.2.3.(b) | insurance required against liability for fitness for purpose | yes / no (delete as appropriate) |
| 19.2.3. | period of insurance required for liability for breach of professional duty |  |
| 19.2.4. | amount of insurance required for injury to persons and damage to property | 500,000 USD |
| 19.2.6. | other insurances required by Laws and by local practice (give details) |  |
| 21.1.N/A | time for appointment of DAAB |  |
| 21.1.N/A | the DAAB shall comprise | N/A |
| 21.1.N/A | list of proposed members of DAAB - proposed by Employer..............................................  - proposed by Contractor.............................................. | N/A |
| 21.2.N/A | Appointing entity (official) for DAAB members ................ | N/A |
| 21.6 | Arbitration | *The disputes will be referred to the courts of Georgia* |