Date: September 09th, 2019

**Particular Conditions**

1. References from Clauses in the General Conditions
   1. Definitions

1.1.2. The Project is: KVARELI Hotel and Art Gallery in Kakheti;

1.1.3. Services: As defined in the Appendix # 1;

1.1.10. Commencement Date: Part 1 - Complete FLS Consultancy Services for KVARELI Hotel and Art Gallery in Kakheti, located in Kvareli, Georgia – Date of official hand-over of the Hotel Design Brief Document by the FLS Designer;

Part 2 - Complete Specification package for the FLS design of KVARELI Hotel and Art Gallery in Kakheti, located in Kvareli,, Georgia – Date of signing the Agreement;

1.1.11. Time for Completion: Complete FLS Consultancy Services for KVARELI Hotel and Art Gallery in Kakheti, located in Kvareli, Georgia – Date of signing the Agreement;

Part 2 - Complete Reporting package for the FLS of KVARELI Hotel and Art Gallery in Kakheti, located in Kvareli, Georgia - -------- (-----) calendar days after commencement;

In case of late completion by the Consultant of any of the parts envisaged above and enlisted in the Appendix #1 Scope of Services, due to reasons not attributable to the Client or the other project parties, whose deliverables are influencing the Schedule of the Consultant, the penalty to be applied shall amount to 1% (in words: One Percent) per day of the value of the present Agreement (refer to: Appendix 2). Penalties can be deducted by the Client from any outstanding amount due to the Consultant.

* 1. Language for Communications: English / Georgian;
  2. Language of the agreement: English;

Governing Law: Georgian;

2.3. Assistance: **Delete** this sub-clause and all its components entirely;

2.4. Client’s Financial Arrangement: **Delete** this sub-clause and all its components entirely;

2.5. Equipment and Facilities: **Delete** this sub-clause and all its components entirely;

2.6. Supply of Client’s Personnel: **Delete** this sub-clause and all its components entirely;

2.7. Client’s Representative: Add the following paragraph to the sub-clause: “Representative of the Client for official communications is: Giorgi Ioseliani; e-mail: [g.ioseliani@cmc.ge](mailto:g.ioseliani@cmc.ge) Address: 33 I.Chavchavadze Avenue, Tbilisi, Georgia 0179.

3.6.1. Consultant’s Representative: Add the following paragraph to the sub-clause 3.6.1: “Representative of the Consultant for the official communications is: ---------------------------------------------------------------------------------------------------------------------------------------------------------

4.1. Agreement Effective: **Delete** this sub-clause and all its components entirely and replace with: “Agreement is effective from the date of the latest signature necessary to complete the formal agreement”.

4.6. Abandonment, Suspension

or Termination

4.6.1. delete “---- days” and replace with ----- days”

4.6.2. In the line 3 of the paragraph **delete** “------ days” and **replace with** “-----days”;

in the line 5 of the paragraph **delete** “------ days” and **replace** with “-------- days”.

5.1. Payments to the Consultant

5.1.2. **Delete** this sub-clause and all its components entirely;

5.1.3. **Delete** this sub-clause and all its components entirely;

5.2. Time for Payment

5.2.2.  **Delete** this sub-clause and all its components entirely and replace with: “If the Consultant does not receive payment within the time stated in Clause 5.2.1, he has a right to impose the penalty in the amount of 1 % per day of the value of the present Agreement (refer to: Appendix 2).

6.2. Duration of Liability 2 (two) years;

6.3. Limit of Compensation 100% of the amount of the total fee set out in the appendix 2 to this Agreement.

7.1. insurance for Liability and Indemnity

7.1.2. Add the following sentence to the sub-clause: “Within 7 days after signing of the present Agreement, the Consultant shall provide Professional Indemnity Insurance, issued by 1st class Georgian Bank and/or Insurance Company in the amount of the total fee set out in the appendix 2 to this Agreement.

8.3. Arbitration **Delete** this sub-clause and all its components entirely and replace with: “The Contract is purely governed with Georgian Law, Georgian Judicial system and applicable Courts of Georgia”.

1. **Additional Clauses**
2. The consultant and all its deliverables must be in compliance with the: standards and requirements set/or selected by the operator of the hotel, applicable Fire and Life Safety Manuals, recommendations and respective legislation of Georgia.
3. The Consultant shall fully cooperate with the Operator and/or any other consultant or third parties engaged in the project, by providing information and documents requested, ensuring Client is dully and on time informed of all considerable circumstances connected with the project within the Scope of Services of the Consultant;
4. Consultant shall make Confidential any information related to the business of the Client. The Consultant shall not make use of such Confidential Information for Purposes outside the Scope of Services prescribed in the Appendix 1 without prior consent of the Client during the terms of the agreement and 5 years thereafter.
5. Shall the Consultant win the package of the supply & Install & Commissioning works as per Design developed by the Consultant the amount of Design Services Fee under this contract will be deducted from the amount of total cost of the contract of the supply & Install & Commissioning works

*Signed by the parties:*

**AUTHORISED SIGNATURE(S) OF CLIENT**

Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: **Kukuri Dzeria**

Address: Invino LLC

17 Murman Lebanidze str., Tbilisi, Georgia

ID: 404906134

**AUTHORISED SIGNATURE(S) OF CONSULTANT**

Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Address:

ID: