Terms of Reference for the Request For Proposal on Construction, Ownership and Operation of a Visitor Center, Panoramic Restaurant and Other Relevant Infrastructure on the Tv Tower in Tbilisi Municipality and Subsequent Transfer of Right of Use on the Relevant Immovable Property to the Contract Winner of the Request For Proposal

1. Purpose and Subject of the Request For Proposal

1.1. The subject of this Request for Proposal (hereinafter referred to as the "RFP") is to conduct a feasibility study (technical and economic assessment) and a detailed design of a construction/reconstruction of a visitor center, panoramic restaurant, panoramic viewing deck and other relevant infrastructure on the project area defined by these Terms of Reference (hereinafter referred to as the "ToR"), as well as the ownership of the relevant immovable property by the way of a direct transfer of right of use to the contract winner of the RFP, through superficies (right to build) and/or other relevant form, its operation during the term of use and subsequent transfer to the Owner, in accordance with the ToR and the deadlines established herein (hereinafter referred to as the "Project").

1.2. The ToR of the RFP and the criteria for identifying a contract winner of the RFP are established in accordance with these terms and conditions and the legislation of Georgia.

1.3. Within the timeframe specified in the ToR, an agreement on the implementation of the project (hereinafter referred to as the "Implementation Agreement") will be concluded between a contract winner of the RFP (hereinafter referred to as the "Winner"/"Company"), LLC Georgian Teleradiocenter (Identification Code 203829250) and the Government of the Municipality of Tbilisi (hereinafter referred to as the "Government"; represented by LEPL - Property Management Agency (hereinafter referred to as the "Agency")); The Implementation Agreement will define in detail the terms and conditions of the project implementation and the rights and obligations of the parties, pursuant to the ToR and the legislation of Georgia.

2. Project Description and General Conditions

2.1. **Project site and the immovable property (premises) attached thereto:** In Tbilisi Municipality, on Mtatsminda Mountain, the defined area from the land plot registered as N01.01.15.06.001.017 cadastral unit according to the situational map attached to the TOR as Annex No 1 and the first (I floor) and the second (technical floor N1) floors of the building No 2 (TV tower) located on the same cadastral unit (hereinafter referred to as the "Project site").

2.2. **Owner of the immovable property:** LLC Georgian Teleradiocenter (Identification Code: 203829250, hereinafter referred to as the „Owner"), 100% state-owned entity (or another entity, if any, to whom a right of ownership on the immovable property will be transferred);

2.3. **Minimum amount of investment:** The total amount of investment made by the Company for the implementation of the Project from the date of conclusion of the Implementation Agreement prior to bringing the Project into commissioning**,** must be equivalent to at least 4 000 000 (four million) USD in GEL (excluding VAT).

2.4. **General terms and conditions of transfer of right of use:**

2.4.1. Under the terms and conditions specified in the Implementation Agreement, a Property Use Agreement (hereinafter referred to as the "Property Use Agreement") will be signed between the Owner and the Company on the transfer of right of use on the Project Site, by the Owner to the Company, through superficies (right to build) and /or other relevant right to use, in accordance with the legislation of Georgia;

2.4.2. The right of use on the Project Site will be transferred to the winner of the RFP for the implementation of the project, for a period of **28 (twenty eight) years and 6 (six) months**, on the condition of fulfilling the obligations set forth in the ToR and the terms and condition of the Implementation Agreement.

2.4.3. Transfer: Direct transfer of the Project Site for the purpose of Use, right to build (Superficies) and/ or use for other relevant purposes to the winner of the RFP (hereinafter referred to as the "Right to Use")

2.4.4. Fee of use: the market value of the fee of use will be determined on the basis of the expert conclusion (report) prepared by an auditor/audit company that is agreed upon beforehand between the Company, Agency and Owner; the Company shall provide the above-mentioned expert conclusion at its own expense, pursuant to the paragraph 2.5.5 of the ToR;

2.4.5. Terms and schedule of the payment of the fee of use will be determined on the basis of the Property Use Agreement concluded between the Owner and the Company;

2.4.6. The relevant Right of Use on the Project Site, subject to fulfillment of corresponding obligations set forth in the Implementation Agreement and Property Use Agreement, is registered with the LEPL - National Agency of Public Registry within 15 (fifteen) calendar days after the conclusion of the Property Use Agreement.

2.4.7. In case of expiration and/or premature termination of the Property Use Agreement, the winner of RFP is obliged to transfer/return all and any infrastructure (project) constructed on the Project Site to the Owner, free of charge, in the operational condition, taking into account the natural depreciation; In this respect, the Owner/Government does not incur obligation/liability of any kind to the winner of RFP.

2.4.8. The winner fully waives the right before the Owner and the Government to claim compensation for all and any infrastructure (project) constructed on the Project Site, following expiration and/or premature termination of the Property Use Agreement.

2.5. **Pre-construction Phase**

During the pre-construction phase, in addition to other obligations stipulated by the ToR and the Implementation Agreement, in accordance with the legislation of Georgia and the terms and conditions set forth in the Implementation Agreement, the Company, at its own expense:

2.5.1. Is obliged to prepare feasibility study of the Project in accordance with the project development concept attached to the ToR as Annex No 2 (hereinafter referred to as the "Concept") and the sketch attached to the ToR as Annex No 3 (hereinafter referred to as the "Sketch"), and submit it and other related documents to the Owner and the Agency no later than 3 (three) months after the conclusion of the Implementation Agreement (feasibility study and other related documentation become the property of the Owner and the Government). The feasibility study determines whether the project is feasible from a technical and financial-economic point of view and includes (but is not limited to):

(a) The study of the necessary works for the project implementation, specification of the area of the Project Site and complete/comprehensive research of the area;

(b) For the project implementation purposes, examination of the efforts/works required to vacate the Project Site, including the relocation of existing buildings, equipment, machinery and/or other property to another relevant area;
(c) For the project implementation purposes, determining the location of the construction site and its access road as well as specification of other related issues/tasks;
(d) Detailed plan-schedule of the project implementation (taking into account the ToR as well as the terms and conditions specified in the Implementation Agreement);
(e) Proposal (offer) about the efforts/works for which is to be directed the amount specified in sub-paragraph 2.8.1.2 of the ToR, taking into account the purpose specified in the same sub-paragraph;
(f) If necessary, alternative studies; and
(g) Detailed financial-economic research of the Project.

Within the same time frame, the Company is obliged to make a decision and inform the Agency and the Owner about commencement of the detailed design stage of the Project or refuse in written form about further implementation/continuation of the Project.

2.5.2. In case of submitting a positive resolution on the commencement of the detailed design phase, the company is obliged to prepare/develop a detailed architectural design according to the concept, sketch and feasibility study and submit it and other related documents to the Agency and the Owner no later than 6 (six) months after completion/submission of the feasibility study (but no later than 9 (nine) months after conclusion of the Implementation Agreement) (the detailed architectural design and other related documents become the property of the Government and the Owner). Detailed architectural design includes (but is not limited to) preparation/submission of the architectural/construction project, as provided by Georgian Legislation, and other related detailed research studies that include (but are not limited to):

(a) Relevant studies on the towing capacity of the TV tower and its current technical condition;
(b) An Environmental Impact Assessment ("EIA") to identify and study potential environmental impacts of the Project as well as relevant environmental measures to take, in accordance with the Legislation of Georgia;
(c) Detailed (adjusted) plan-schedule of the project implementation (taking into account the ToR as well as the terms and conditions specified in the Implementation Agreement);
(d) The written conclusion (opinion) on the sustainability/stability and safe operation of the structure (TV Tower) issued by LLC "V.N Shimanovsky Institute of Metal Constructions of Ukraine" (Identification code: 36861591 (Ukraine)) in relation to the detailed architectural design prepared in accordance with this paragraph.

Within the same time frame, based on the results/finds of the feasibility study and detailed design, the Company is obliged to make a decision and inform the Agency and the Owner about continuation of the project implementation or refuse in written form.

2.5.3. The Company is entitled to refuse further implementation of the Project if and only if, according to the results/finds of the feasibility study and/or detailed design, the implementation of the Project is not feasible from a technical and/or financial-economic point of view. In such a case, the exclusive ownership of the existing reports/studies (including, documents developed by the Company), such as

feasibility study, detailed design and any other project-related documents shall be immediately transferred to the Government and the Owner, free of charge (including intellectual property rights that is permitted by the legislation of Georgia);

2.5.4. The Company is entitled, based on the results of feasibility study, in case of justified need, to submit a proposal to the Agency and the Owner on further implementation of the project with parameters different from the ones specified in the ToR, Implementation Agreement, Concept and Sketch.

2.5.5. The company is obliged, at any time after the conclusion of the Implementation Agreement, but no later than the submission deadline of the detailed design, as specified in sub-clause 2.5.2 of the ToR, to determine the market value of the Fee of Use (as of the time of the assessment) on the basis of the expert conclusion/report prepared by an auditor/audit company that is agreed upon beforehand between the Company, Agency and Owner and submit the said conclusion/report to the Agency and the Owner.

2.5.6. Within 3 (three) months after receiving the proposal of the Company on further implementation of the Project, the Government and the Owner will review the submitted feasibility study/detailed design/proposal, in accordance with the legislation of Georgia. If the Government and the Owner decide to further implement the Project, an agreement on the commencement of the construction phase will be signed between the parties. In such case, the Company shall be liable to conclude the agreement. The Government/Owner is entitled to refuse further project implementation if and only if the Company submits a feasibility study/detailed design/proposal on further project implementation with parameters different from the parameters defined in the ToR, Implementation Agreement and/or Concept and Sketch.

2.6. **Construction Phase**

During the construction phase, in addition to other obligations under the ToR and the terms and conditions of the Implementation Agreement and the Property Use Agreement, the Company shall, in accordance with the legislation of Georgia and the terms and conditions set forth in the Implementation Agreement:

2.6.1. Submit performance security in favor of the owner within 30 (thirty) days after the signing of the agreement on the commencement of the construction phase;

2.6.2. Sign the corresponding Property Use Agreement with the Owner within 30 (thirty) days after signing the agreement on the commencement of the construction phase. The Property Use Agreement will define in detail terms of use, the fee of use and its payment schedule/procedures, as provided by the legislation of Georgia. In order to avoid any ambiguities, the Owner shall not be liable to bear any project-related cost;

2.6.3. Entirely (at his own expense) vacate the Project Site and relocate the relevant buildings and / or other property to another relevant area, as well as arrange a construction site and access road to the Project Site, in accordance with the feasibility study as well as in agreement with the Owner;

2.6.4. Obtain a construction permit / permits (and other relevant permits/licenses required for implementation of the project, if any) within 3 (three) months after signing the agreement on the commencement of the construction phase and start the construction works;

2.6.5. Carry out the construction of the Project in full compliance with the construction stages (schedule) and conditions provided for in the construction permit (s);

2.6.6. Complete the construction of the Project within 24 (twenty-four) months after obtaining the construction permit (s) (but no later than 27 (twenty-seven) months after signing the agreement on the commencement of the construction phase);

2.6.7. Bring the Project into commissioning within 3 (three) months after completion of the construction of the Project (but not later than 30 (thirty) months after the signing the agreement on the commencement of the construction phase);

2.6.8. No later than 2 (two) months after bringing the Project into commissioning, submit to the Agency and the Owner the expert conclusion (report) about the structural stability of the Project (pursuant to the legislation of Georgia), issued by LEPL - Levan Samkharauli National Forensics Bureau or, in case of the written agreement between the parties, the expert conclusion (report) issued by another duly accredited expert/audit company;

2.6.9. For the effective implementation/execution of the Project, raise funds and make at least a minimum investment. The Project is implemented entirely at the expense of the Company (subject to sub-clause 2.8.1.2 of the ToR);

2.6.10. Provide full, free, and immediate access to the Project Site by the Government, Agency, Owner, and/or any authorized body of the municipality/the state to monitor the Project implementation processes;

2.6.11. Implement the Project in full compliance with the construction, environmental, and safety norms established by the legislation of Georgia;

2.6.12. Do not interfere with the normal operations of the TV tower on the property and its regular use by the Owner and its users due to the ongoing construction works and/or other actions/inactions;

2.6.13. Follow the instructions of the Agency and / or the Owner throughout the use of the Project Site/during the construction on the Project Site;

2.6.14. In the event of receiving a written request, within the given time limit, ensure to inform the Agency and the Owner of the progress of the Project implementation.

2.7. **Operational Phase**

During the operation phase, in addition to other obligations under the ToR and the terms and conditions of the Implementation Agreement and the Property Use Agreements, the Company is obliged, in accordance with the legislation of Georgia and the requirements outlined in the terms and conditions of the Implementation Agreement:

2.7.1. To fully maintain the Project profile, carry out ongoing repairs on the Project Site and other relevant works required for the Project operation with the load and function provided by the Project concept / feasibility study / detailed design.

2.7.2. Upon completion of the operation phase, to immediately transfer all and any infrastructure erected by the Company on the Project Site (with all relevant rights thereto) to the Owner, free of charge, in the normal operational condition, subject to natural depreciation.

2.7.3. Upon completion of the operation phase, at the request of the Agency / Owner, to vacate the Project Site from the property indicated by the Agency and / or the Owner.

2.7.4. With its actions/inactions, to not interfere with/disrupt the normal operations of the TV tower located on the Project Site and its regular use by the Owner and its Users.

2.8. **Supporting/Facilitating the Project implementation by the Government and the Owner**

2.8.1. The Government, within its competence, in accordance with the legislation of Georgia,and provided that the Company duly fulfills the obligations and conditions set forth by the legislation of Georgia, the Implementation Agreement and Property Use Agreement:

2.8.1.1. Assists the Company in the Project implementation processes, including obtaining a construction permit (s) and communicating with relevant state and municipal authorities;

2.8.1.2. Ensures that during the construction and / or operation phases of the Project, at appropriate stages, for the Project implementation purposes, for the development of the necessary infrastructure is directed the funds provided or raised by the Government, amount of which is not exceeding the amount proposed/recorded by the Winner of the RFP in accordance with paragraph 4.3 of the ToR, but in all cases no more than 1,000,000. (One million) GEL. The amount referred to in this subparagraph shall not include the costs required for the works referred to in subparagraphs 2.8.1.3 and 2.9.1.3 of the ToR. Additionally, the amount referred to in this subparagraph shall not include the costs directly and indirectly required for the implementation of the Project, which, according to the ToR as well as to the terms and conditions of the Implementation Agreement, must be borne by the company, unless the parties agree on something else, in accordance with the proposal submitted by the Company based on the finds/results of the feasibility study and detailed design. In order to avoid any ambiguities, the Government is entitled to direct (distribute) the amount indicated in this subparagraph at its own discretion to the relevant/necessary works for the project implementation purposes, pursuant to this subparagraph.

2.8.1.3. Ensures that during the operation phase, the municipality and / or its relevant bodies will (continue to) illuminate the TV tower located on the property (excluding the project site) to the standard and quality as it is at the time of commencing of the Implementation Agreement.

2.9.1 The Owner, within its competence, in accordance with the legislation of Georgia and provided that the Company duly fulfills the obligations and conditions provided by the legislation of Georgia, Implementation Agreement and Property Use Agreement:

2.9.1.1 Ensures that during the pre-construction phase the company gains access to the property/Project Site to the extent required to meet/fulfill the obligations set forth in the pre-construction phase of the Implementation Agreement;

2.9.1.2 Within the period stipulated by the ToR, under the terms and conditions set forth herein, ensures the conclusion of the Property Use Agreement with the Company and the transfer of the right of use on the Project Site, in accordance with the legislation of Georgia;

2.9.1.3 Ensures that during the operation phase, the Owner will carry out (continue) maintenance and ongoing repairs of the TV tower (excluding the Project Site) to the standard and quality as it is at the time of commencing the Implementation Agreement.

2.10 **Proposal and Performance Securities**

2.10.1 The amount of the unconditional and irrevocable proposal security to be submitted in favor of the Owner in order to secure the application of the company/entity participating in the RFP, commencement of the Implementation Agreement, fulfillment of the obligations set forth under the pre-construction phase of the Implementation Agreement (including submission of the feasibility study, detailed design, and proposals/decisions on further implementation of the project and signing of the agreement about the commencement of the construction phase) as well as to secure signing of the Property Use Agreement, submission of the performance security and payment of the imposed penalties during the pre-construction phase is GEL 100,000.00 (one hundred thousand Georgian Lari) or its equivalent in USD / EUR according to the exchange rate set by the National Bank of

Georgia on the day of the issuance of the proposal security. The validity period of the proposal security must be 5 months longer than the deadline for signing the agreement on the commencement of the construction phase. The proposal security must be issued by a bank licensed in any member country of the Organization for Economic Cooperation and Development (OECD) and / or Georgia. The proposal security must be prepared/issued and submitted in accordance with the draft attached to the TOR in Annex No 4. The proposal security is subject to return within 30 (thirty) days following the proper confirmation of the fulfillment of all relevant obligations by the Company.

2.10.2 In case of breach of any relevant obligations by the Company under the pre-construction phase of the Implementation Agreement, the Agency / Owner is entitled to impose a contractual penalty in the amount of 0.1% of proposal security on each overdue day. The Company is required to pay the penalty to the Owner within 15 calendar days after the request of the Agency / Owner.

2.10.3 The amount of the unconditional and irrevocable performance security to be submitted in favor of the Owner in order to secure/ensure the fulfillment of the obligations under the construction phase of the Implementation Agreement (including the fulfillment of investment obligations, obtaining the Project construction permit (s), completion of the Project and bringing the Project into commissioning, submission of an expert conclusion (report) on the structural stability of the Project, as well as the payment of the penalties imposed during the construction phase) is 400 000 (four hundred thousand) USD or its equivalent in GEL / EUR according to the exchange rate set by the National Bank of Georgia on the day of issuance of the performance security. The validity period of the performance security must be 5 months longer than the deadline specified in the Implementation Agreement for the submission of a conclusion (report) on the structural stability of the Project. The performance security must be issued by a bank licensed in any member country of the Organization for Economic Cooperation and Development (OECD) and / or Georgia.

2.10.4 In case the company makes 50% or more of the minimum investment in accordance with the Implementation Agreement (which shall be confirmed pursuant to the legislation of Georgia, on the basis of the written conclusion/report issued by LEPL Samkharauli National Forensic Bureau or based on the written agreement of the parties, by another auditor/audit company), upon the written request of the Company, the performance security is subject to a one-time reduction of no more than 50%. The remaining 50% of the full amount of the performance security is subject to return only after the fulfillment of all the obligations under the construction phase, within 30 (thirty) days of their proper confirmation by the Agency/Government/Owner.

2.10.5 In case of breach of any relevant obligations by the Company under the construction phase of the Implementation Agreement, the Agency/Owner is entitled to impose a contractual penalty in the amount of 0.1% of performance security on each overdue day. The Company is required to pay the penalty to the Owner within 15 calendar days after the request Agency / Owner.

2.10.6 The Owner is entitled to claim/forfeit the amount of proposal and performance securities fully or partially in the following cases:

2.10.6.1 If the Company, upon the request, has not paid the imposed penalty within the period/deadline established by the Implementation Agreement, the Owner is entitled to request the amount of the proposal/performance security in the amount of unpaid penalty. In such a case, the Company is obliged to increase (supplement) the amount of the reduced proposal/performance security to its full (initial) amount.

2.10.6.2 If the Agency / Owner terminates the Implementation Agreement unilaterally in accordance with the terms and conditions set forth in the Implementation Agreement, the Owner is entitled to claim/forfeit the full amount of the proposal/performance security.

2.11 The Agency / Owner is entitled to immediately terminate the Implementation Agreement unilaterally, if:

2.11.1 The Company breached the deadline for fulfilling the obligations under the pre-construction phase for a total period of more than 30 days;

2.11.2 The Company breached the deadline for submission of the performance security - immediately upon the expiration of its submission deadline;

2.11.3 The Company breached the deadline for fulfilling the obligations under the construction phase for a total period of more than 100 days;

2.11.4 The Company suspended the works/efforts/activities within the construction phase of the Project for a total period of more than 100 days;

2.11.5 The Company breached any obligations other than the above mentioned obligations for a total period of more than 30 days.

3 Eligibility Criteria for Participation in the RFP

3.1 A legal entity or a consortium of legal entities/joint ventures are eligible to participate in the RFP.

3.2 The interested parties shall submit proposals to the Agency pursuant to the requirements of the ToR, within the timeframe set out herein. The submitted proposals shall contain the following documentation / information:

3.2.1 The extract from the Register of Entrepreneurs and Non-entrepreneurial (Non-commercial) Legal Entities. In case of a foreign legal entity the documents shall be dully certified and translated in Georgian.

3.2.2 The copies of the identity document(s) of the person(s) authorized to represent the legal entity/interested party and the document(s) certifying the proxy rights of the principal;

3.2.3 Proposal security which fully complies with the requirements provided in the ToR;

3.2.4 Information about the investment projects carried out in Georgia and / or abroad;

3.2.5 The offer on the amount specified in sub-clause 2.8.1.2 of the ToR.

3.3 The above-mentioned documentations must be submitted by the interested party/applicant in a sealed envelope. The title of the RFP and the name of the applicant shall be indicated on the sealed envelope.

3.4 The application for participation in the RFP is received and registered immediately upon submission of the all documentation by the applicant.

3.5 The applicant can be rejected to participate in the RFP if the requirements set forth in the ToR are breached. If the documents/information specified in paragraph 3.2 of these ToR is incomplete and/or contains error(s), the Agency, in agreement with the Owner, shall reserve the right to determine in writing an additional period of not more than 10 (ten) calendar days for the relevant amendments. In order to avoid any ambiguities, in such a case, the applicant is not entitled to change its offer for the amount specified in sub-clause 2.8.1.2 of the ToR, except in the case provided for in sub-clause 4.4.3 of the ToR.

3.6 An application that fails to comply with the ToR and/or is submitted in violation of the deadlines, will not be accepted/reviewed. In such a case, the Agency will notify the respective applicant (s)/person(s).

3.7 The applicant shall be liable/responsible for the accuracy of the submitted documents/information.

4 Evaluation Criteria and Conclusion of the Implementation Agreement

4.1 Applications submitted for the RFP will be opened / reviewed in the Agency with the participation of the representative (s) of the Owner, no later than 10 (ten) working days after the submission deadline set forth in paragraph 5.6 of the ToR.

4.2 Interested parties/applicants who have submitted the applications for the RFP shall be authorized to attend the opening of the submitted applications. The opening/reviewing of the proposals shall be recorded in the form of the minutes and signed by the parties participating in the process.

4.3 The criterion for being declared the winner of the RFP/awarded the contract is to offer the least amount on the sum specified in sub-paragraph 2.8.1.2 of the ToR, but in all cases no more than GEL 1,000,000 (one million Georgian Lari). The minimum bid is 30,000 (thirty thousand) GEL and the multiples of 30,000.

4.4 The Agency and the Owner shall award the contract to the Winner pursuant to the following procedure:

4.4.1 If two or more applications have been submitted, the Agency and the Owner will award the contract to the applicant offering the lowest amount on the sum specified in subparagraph 2.8.1.2;

4.4.2 If only one application is submitted, the Agency and the Owner are entitled to award the contract to such applicant, provided that the application meets the requirements set forth in the ToR;

4.4.3 If two or more applications are submitted, offering the same amount on the sum specified in subparagraph 2.8.1.2, the Agency and the Owner shall determine an additional period for the applicants to provide an improved proposal or, if necessary, determine additional criteria, at their discretion.

4.5 The Winner of the RFP is obliged to conclude the Implementation Agreement within 60 (sixty) calendar days after receiving the notification about being awarded the contract. If necessary, the Government shall be authorized to extend the period.

4.6 If, due to reasons related to the Winner of the RFP, the Implementation Agreement is not concluded within the established time period, the Owner is entitled to immediately request/claim the full amount of the proposal security submitted by the Winner, and to award the contract and conclude the Implementation Agreement with the next best applicant among the remaining applicants (if any).

4.7 Within 30 (thirty) business days after awarding the contract to the Winner of the RFP, the proposal securities shall be returned to other applicants participating in the RFP.

5 Transitional Provisions of the RFP

5.1 Declaring/publishing the ToR of the RFP does not oblige the Government to award the contract to any Applicants participating in the RFP, nor does it entitle the participant(s) to file a complaint/claim against the Government/Owner. The Government shall be authorized to make a decision on terminating/changing the RFP at any stage prior to the conclusion of the Implementation Agreement. In such a case, submitted documentations (including the proposal security) shall be returned to the applicant (s) of the RFP

5.2 The Project shall be fully financed by the Winner of the RFP.

5.3 Applicants shall not be entitled to claim any reimbursement of the expenses incurred through the participation in the RFP.

5.4 The ToR of the RFP are announced, interpreted and regulated in accordance with the legislation of Georgia.

5.5 In the event of any inconsistency between the ToR and its Annexes, the ToR shall prevail. In case of concluding the Implementation Agreement, preference will be given to the terms and conditions of the Implementation Agreement.

5.6 The submission deadline for applications shall be **May 10, 2021, 18:00.**

5.7 Applications shall be registered at the Chancellery of the LEPL Property Management Agency of Tbilisi Municipality (Address: Zhiuli Shartava street No 7) from Monday to Friday.

5.8 Contact information: Mariam Iashagashvili, Head of the Investment Project Management and Contract Monitoring Division of the LEPL Property Management Agency of Tbilisi Municipality, Tel: +995 591 928 008.

This document is an unofficial translation. In the event of inconsistency or discrepancy between the English and Georgian versions of this document, the Georgian version shall prevail.