

Tender Advertisement
For
Procurement of Construction Works of Potable Water Infrastructure Rehabilitation

Employer: WWF Germany's Branch in Georgia in the name of the MENRP /APA
Project: Establishment of Javakheti National Park in Georgia
Contract: Procurement of Works
Funding: Kreditanstalt für Wiederaufbau, Germany (KfW)
Bidding Procedure: KfW procurement rules apply; international competitive bidding (ICB) with post- qualification.
Scope of Work: The tender comprises implementation of the Potable Water Infrastructure Rehabilitation Works.
Date of announcing July 3rd, 2013
Deadline: August 19th, 2013 at 12:00 (CET)

Contacts: WWF Germany's Branch in Georgia
11, Aleksidze Str.
0193 Tbilisi, Georgia

Email: nkoberidze@wwfcaucasus.org and nmalazonia@wwfcaucasus.org

WWF Germany's Branch in Georgia, in the name of Ministry of Environmental Protection of Georgia/LEEP Agency of Protected Areas, (hereinafter Employer) is inviting all interesting candidates to participate in tender announced by Client.

Tender Code: JNP/W/2013/01

The object of procurement as it is shown above is construction rehabilitation works of Potable Water System in seven Support Zone villages in Javakheti National Park.

Further information as well as the whole tender dossier in English Language is available at Employer's website, at tender's section:

[http://wwf.panda.org/what we do/where we work/black sea basin/caucasus/tenders/](http://wwf.panda.org/what_we_do/where_we_work/black_sea_basin/caucasus/tenders/)

Section 1

Instruction to the Bidders (ITB)

1. Eligible Bidders

- 1.1 An Applicant shall be a private entity or government-owned entity any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Government-owned enterprises in the Employer's country shall be eligible only in case described in 1.4 Clause.

In the case of a JV,

- (a) all partners to the JV shall be jointly and severally liable;
- (b) a JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the qualification process and, in the event the JV is qualified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution; and any applicant cannot be a partner of more than one JV and cannot be a subcontractor to other pre-qualified Applicants during the bid.

- 1.2 There are no restrictions regarding the Applicant's country of domicile. The Applicant shall however be constituted, incorporated, or registered and shall operate in conformity with the provisions of the laws of his country of domicile.

Domestic companies or legal persons may also apply if they;

- (a) have been registered in Georgia as Contractor for any works similar to those which are subject of this procurement.
- (b) have paid taxes, contributions and other public duties.

- 1.3 The above requirement shall also apply to the determination of the nationality of proposed subcontractors or Contractors for any part of the Contract.

- 1.4 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous, and operate under commercial law, and that they are not in any way dependent agencies of the Employer.

- 1.5 Ineligible is an Applicant when there is a conflict of interest in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice such as

- (i) "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

Consequently bidders shall not have a conflict of interest. Applicants may be considered to be in a conflict of interest with one or more parties in this bidding process if they, including but not limited to:

- (b) have controlling shareholders in common; or
- (c) receive or have received any direct or indirect subsidy from any of them; or
- (d) have the same legal representative for purposes of their Application; or
- (e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process.

1.6 Applicants will also be rejected if:

- (f) their participation is ruled out by sanctions issued by the UN Security Council
 - (g) they are or were involved as a consultant in the preparation or implementation of the project. The same applies to an enterprise or an individual that is closely connected to the Applicant under a company group or a similar business link, or to several enterprises or individuals associated correspondingly
 - (h) they fail to submit the Declaration of Undertaking
 - (i) they are legally barred from the procurement process in the country of the contracting agency on the grounds of previous violations of regulations on fraud and corruption
- or sub-contractors to be contracted for considerable portions of the contract are enterprises economically intertwined with the contracting agency in the host country and/or state-controlled enterprises that are not legally or financially independent

2. Contents of Bidding Document

2.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda.

PART I Bidding Procedures

Section 1	Instruction to Bidders (ITB)	
Section 2.1 to 2.4	Evaluation and Qualification Criteria (EQC) for Post Qualification	“Outer Envelope “
Section 2.5	Information on Criteria for Technical and Financial Evaluation	
Section 3	Qualification Forms (QLF)	“Outer Envelope “

PART II Bidding Forms - Requirements

Section 4	Bidding Forms	“Inner Envelope “
Section 5	Employer's Requirements (ERQ) Terms of Reference	“Inner Envelope “ “Inner Envelope “

Note: According to the number of lots to which the Bidder is applying the main “Inner Envelope” shall contain respective number of separate envelopes.

PART III Conditions of Contract and Contract Forms

Section 6	General Conditions	(GCC)
Section 7	Particular Conditions	(PCC)
Section 8	Contract Forms	(COF)

- 2.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 2.3 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 2.4 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer.
- 2.5 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 2.6 To give prospective Bidders reasonable time in which to take an addendum, issued by the Employer, into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 2.7 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

3. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 3.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at address indicated below or raise his inquiries during the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Electronic mail address: nkoberidze@wwfcaucasus.org ,
copy to: nmalazonia@wwfcaucasus.org

- 3.2 Requests for clarification should be directed to the Employer exclusively by e-mail and will be replied to by e-mail.
- 3.3 The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The PIU shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with instruction described in Invitation to the Tender including a description of the inquiry but without identifying its source.
- 3.4 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction Works. The costs of visiting the Site shall be at the Bidder's own expense
- 3.5 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder

- 3.6 Pre bid meeting will be held on July 16th, 2013, at the following address: 11, Aleksidze Str. 0193 Tbilisi, Georgia on 9:00 (CET)

4. Preparation of Bids

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.2 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English or Georgian languages (for national enterprises). Supporting documents and printed literature that are part of the Bid should be in same language.

- 4.3 The Bid shall comprise of the following:

Section 4.1	Form of Bid;
Section 4.2	Form of Bid Security
Section 4.3	Technical Proposal
Section 4.4	Priced Bill of Quantities
Section 4.5	Scheduled Information
Section 4.6	Copy of Joint Venture Agreement entered into by all members, as specified in Article 4.4 Instructions to Bidders
Section 4.7	Data on quality control mechanism

Documentary evidence establishing the Bidder's qualifications to perform the contract if it's Bid is accepted; any other document required in the BDS.

- 4.4 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed agreement.
- 4.5 The Form of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 4.6 The bid validity period shall be **90 days**.
- 4.7 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period.
- 4.8 The prices and discounts quoted by the Bidder in the Form of Bid and in the Bill of Quantities shall conform to the requirements specified below:
- 4.9 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 4.10 The price to be quoted in the Form of Bid shall be the total price of the Bid, excluding any discounts offered.
- 4.11 The prices quoted by the Bidder shall be **fixed prices** (price adjustment shall not be allowed)
- 4.12 The unit rates shall not include taxes and VAT payable in Georgia, import duties and other possible charges. These cost components shall be priced separately for each item in the BOQ and in Form of Bid.
- 4.13 The unit rates and the prices shall be quoted by the bidder entirely in: **GEL**
- 4.14 The Bidder shall furnish as part of its bid, in original form, a bid security .A bid security shall be submitted with the bid in the amount of 2% of the Bid price but not more than. 20 000 GEL.
- 4.15 Bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension as requested under Instruction to Tender 4.7
- 4.16 The Bid Security of a JV shall be in the name of the JV that submits the bid or in the name of the leading member as named in the Letter of Intent.
- 4.17 To establish its qualifications to perform the Contract in accordance with Section 2 (Evaluation and Qualification Criteria – Section 2.1 to 2.4) the Bidder shall provide the information requested in the corresponding information sheets included in Section 3 (Qualification Forms) and Section 4 (Bidding Forms).
- 4.18 The Bidder shall furnish a Technical Proposal including the detailed works implementation plan with timing, quality control mechanism including necessary personnel and equipment for quality control (as requested in Section 4 article 4.7), warranty conditions and any other information as stipulated in Section 4 (Bidding Forms), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 4.19 Eligible Bidders will be selected by the procedure of Post –Qualification, in line with KfW Guidelines for Procurement of Supplies and Work Contracts under Financial Cooperation with developing Countries, using a two envelope system. Eligible bidders have, even in case they apply for all of the Lots, to submit for each Lot a separate envelope with the documents requested under Instruction to Tender 4.22.
- 4.20 The Applicant shall submit the bid in form of a double envelope system. The “Inner” Envelope shall be submitted for each Lot separately, so in order to guarantee comparability.
- 4.21 **The “Outer” Envelope shall contain** documentary evidence establishing the Bidders qualification, as specified in Section 2.1 to Section 2.4 (Evaluation and Qualification Criteria), by submission of the following duly completed forms as included in Section 3 (Qualification Forms):

Section 2.1 - 2.4 - Evaluation and Qualification Criteria Documents

Section 2.1	Administration Compliance Grid
Section 2.2.1	Eligibility
Section 2.2.2	Financial Situation
Section 2.2.3	Experience
Section 2.2.4	Licenses and Certificates Including Certificates and Statements for Legal Entities

Section 2.3	Data on Material and Technical Resources
Section 2.4	Data on Availability and Qualified Labour Resources

Section 3 - Qualification Forms

Section 3.1	Application Submission Sheet
Section 3.2	Declaration of Undertaking
Section 3.3	Applicant Information Sheet incl. copy of documents as requested
Section 3.4	JV Information Sheet incl. copy of documents as requested
Section 3.5	General Experience FORM 3.1 incl. documents as requested
Section 3.6	Specific Experience FORM 3.2 incl. documents as requested
Section 3.7	Specific Experience FORM 3.3 incl. documents as requested
Section 3.8	Financial Data Form FIN 3.4

- 4.22 **The “Inner” Envelope shall contain** the following documents in form as given in Section 4 - Biddings Forms. The “Inner” Envelope shall be prepared for all Lots to which bidder is applying separately.

Section 4 - Bidding Forms

Section 4.1	Form of Bid
Section 4.2	The Bid Security
Section 4.3	Technical Proposal
Section 4.4	Bill of Quantities
Section 4.5	Schedule of Implementation,
Section 4.6	Copy of Joint Venture Agreement entered into by all members, as specified in Article 4.4 Instructions to Bidders
Section 4.7	Data on Quality Control Mechanism

- 4.23 Only bidders which can meet the requirements for Post-Qualification, as detailed in Section 2 shall be eligible for evaluation of the Inner Envelope

5. Submission and Opening of the Bids

- 5.1 The Bidder shall prepare one original of the documents comprising the bid, as described in ITB 4.3 clearly mark it “ORIGINAL”. In addition, the Bidder shall submit 2 (two) copies of the bid clearly mark

them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 5.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in below shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for printed literature, shall be signed or initialed by the person signing the bid. All pages of the bid shall have a consecutive numbering.
- a. In case of a single entity the written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney or it should be confirmed by the **Statement from the Business register**, where authorized person is indicated.
- b. In case of a JV the written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Authorization signed by all JV members. Also for the signatory of each JV member or specialized Subcontractor a Power of Attorney shall be furnished.
- 5.3 The Inner and Outer envelopes shall:
- i. bear the name and address of the Bidder;
 - ii. be addressed to the Employer indicated in Announcement of the Tender
 - iii. bear the Tender Code JNP/W/2013/01 and the Lot's number for which the Bidder is applying
 - iv. bear a warning not to open before the time and date for bid opening;
- 5.4 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 5.5 The documents - original and two copies – shall be submitted to:
- WWF Germany's Branch in Georgia**
11, Aleksidze Str.
0193 Tbilisi, Georgia
Attention:
- no later than **the deadline for bid submission which is:**
Date: August 19th, 2013.
Time: 12:00 (CET).
- No electronic submission of bids (including fax transmission) shall be allowed!**
- 5.6 The Employer shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 5.7 A Bidder may withdraw its bid after it has been submitted by sending a written notice, duly signed by an authorized representative. Such notice must be presented in envelope clearly marked

“WITHDRAWAL.” Such notice must be received by the Employer prior to the deadline prescribed for submission of bids.

5.8 Bids requested to be withdrawn shall be returned unopened to the Bidders.

5.9 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Form of Bid or any extension thereof

5.10 First, envelopes marked “WITHDRAWAL” shall be returned to the Bidders, the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

5.11 The public opening session for opening of the Outer Envelopes will take place at:

Date: August 20th, 2013

Time: 14:00 (CET)

5.12 The date and time for the public opening session for opening the “Inner Envelopes” of qualified bidders will be two days after public session for opening of the Outer Envelope:

Date: August 22nd, 2013

Time: 14:00 (CET)

5.13 After the Tender Committee will evaluate and examine each bidder, according the criteria for Technical and financial evaluation according to the Section 2.

5.14 Bid Opening

The bids, which are to be submitted in a sealed envelope, must be opened at the place and time specified in the bidding documents and the committee appointed for the purpose. The bid opening will take place in public, with the name of the bidder, total amount of the bid, any discount offered, written notification of alteration and withdrawal, any alternative bids, the presence of the required tender guarantee (if required) to be read aloud and recorded. A record of the bid opening session will be prepared, signed by the members of the bid opening commission, and submitted to KfW immediately. At KfW's request a copy of the bid will be presented simultaneously to KfW in a sealed envelope.

6. Evaluation and Comparison of Bids

6.1 The evaluation and comparison procedure is confidential.

6.2 After the opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

6.3 An attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is

progressing or to influence the Project Management in its decision concerning the award of the contract will be result in immediate rejection of the tender.

- 6.4 All tenders received after the deadline for submission will be kept by the Project Management. The associated guarantees (if any) will be returned to the bidder.
- 6.5 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.
- 6.6 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.
- 6.7 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 6.8 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 6.9 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted, and specifically, bid securities, shall be promptly returned to the Bidders.

7. Award of Contract

- 7.1 The Employer shall award the Contract to the Bidder who is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the most favorable evaluated bid following the criteria in Section 2. Positive vote of KfW is required for award of the contract. There will be one contract per lot.
- 7.2 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.
- 7.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 7.4 After notification, the Employer shall send the successful Bidder the Contract Agreement.
- 7.5 Within 14 (fourteen) days of receipt of the Contract Agreement, the successful Bidder shall sign and return it to the Employer
- 7.6 Within 14 (fourteen) days of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms).

Section 2

Evaluation and Qualification Criteria for Post Qualification (EQC)

General Remarks:

An applicant shall meet the minimum requirements of the Post qualification Criteria as set out in this Section 2 - Section 2.1 to 2.4, in order to be eligible for further technical and financial evaluation.

All of the criteria mentioned in Section 2.1 to 2.4 have to be fulfilled respectively all documents to be included.

The Post Qualification Documents as set out in Section 2.1 to 2.4 are:

- 2.1 Administrative Compliance Grid;
- 2.2.1 Eligibility;
- 2.2.2 Financial Situation;
- 2.2.3 Experience;
- 2.2.4 Licence and Certificates;
- 2.3 Data on Material and Technical Resources;
- 2.4 Data on Availability and Qualified Labour Resources, necessary for the implementation of the contract;

Section 2.1 Administrative Compliance Grid

Item N.	Reference Clause (Instruction to Bidders ITB)	Administrative Compliance Criteria
2. 1.1	ITB Clause 5.5	Timely Submission
2.1.2	ITB Clause 5.1, 5.2, 5.3, 5.4, 5.5	Sealed and intact package, duly marked
2.1.3	ITB 5.2	Written confirmation authorizing the signatory (Power of Attorney)
2.1.4	ITB Clause 5.1	One original and 2 Copies of the Bid
2.1.5	ITB Clause 4.2	Bid Submitted in English/Georgian
2.1.6	Application Submission Sheet	Duly completed and signed
2.1.7	Declaration of Undertaking	Duly signed
2.1.8	Form ELI- 1.1	Applicants Information Sheet duly completed and signed
2.1.9	Form ELI- 1.2	JV Information Sheet duly completed and signed
2.1.10	ITB Clause 4.21 starting from (v) to 4.22	All Documents are submitted as requested in ITB
2.1.11	ITB Clause 1.1	Letter of Intent to form JV agreement or JV Agreement attached
2.1.12	ITB Clause 1.4	In case of government-owned entity, documents establishing legal and financial autonomy and compliance with the commercial law, in accordance with ITB Clause 1.4

Section 2.2 Qualification Criteria

The following criteria will be evaluated. All the requirements have to be met!

Factor	2.2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.2.1.1 Nationality	Nationality in accordance with ITB 1.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 1.5.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Application submission Sheet
2.2.1.3 Government Owned Entity	Compliance with conditions of ITB 1.4	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.2.1.4 Ineligibility based on a United Nations resolution or Borrower’s country law	Not having been excluded as a result of the Borrower’s country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 1.1, 1.2, 1.5 and 1.6	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Application Submission Sheet See also Section 3.1

Factor	2.2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.2.1.5 Declaration of Undertaking	Having properly signed Declaration of Undertaking	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Declaration of Undertaking See also Section 3.2

Factor	2.2.2 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	

Factor	2.2.2 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.2.2.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last three [3] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. The company must show positive result over the last three years.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 3.4 with attachments See Section3.8
2.2.2.2 Average Annual Turnover	Minimum average annual turnover of 750 000 GEL , calculated as total certified payments received for contracts in progress or completed, within the last three (3) years	Must meet requirement	Must meet requirement	Must meet thirty percent (30 %) of the requirement	Must meet hundred percent (100 %) of the requirement	Form FIN – 3.4 with attachments See Section3.8

Factor	2.2.3 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.2.3.1 General Experience	Applicants participating in the tender shall have at least 5 years of work experience in construction of similar sites, such as construction and reconstruction of public, residential, and industrial buildings. An applicant shall present a list of constructions, he/she has carried out during recent 5 years. (2008, 2009, 2010, 2011, 2012 years.) according to the table below (see Section 3.5). Ongoing and outstanding contruction sites, which were started in 2012 and were completed in 2013 or are still under construction. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 5, Employer's Requirements (ERQ).	Must meet requirement	N / A	Must meet requirement	N / A	EXP. FORM 3.1 with attachments See Section 3.5

2.2.3.2 Specific Experience	Total amount of similar works carried out by an applicant during recent 2 years (2011.2012 years)(confirmed by acceptance certificate) should be no less than 1.5 million GEL; parts of the cost of on-going and outstanding constructions and their cost shall be presented according to Form EXP 3.2 See Section 3.6	Must meet requirement	Must meet requirements for all characteristic	N / A	Must meet requirement for one characteristic	EXP. FORM 3.2 with attachments See Section 3.6
2.2.3.3 Specific Experience	Applicant participating in the tender should at least had implementing similar works in similar regional conditions (climate conditions, bad accessibility, rocky underground)	Must meet requirement	N / A	Must meet requirement	N / A	EXP. FORM 3.3 with attachments See Section 3.7
Factor	2.2.4 Licences and Certificates					
Sub-factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	

2.2.4.1 Licences for the implementation of dwelling, social and industrial constructions, energy construction and hydro technical construction ¹	Must be submitted	Must meet requirement	N / A	Must meet requirement	N / A	Copy of Licence
2.2.4.2 Certificate from the competent authority verifying that Bidders Property is not under legal restrictions of seize	Must be submitted	Must meet requirement	N / A	Must meet requirement	N / A	Certificate
2.2.4.3 Certificate from of corresponding tax inspection verifying that the Bidders has no overdue debts toward the budget	Must be submitted	Must meet requirement	N / A	Must meet requirement	N / A	Certificate
2.2.4.4 Certificate from the competent authority validating that the Bidder has not been	Must be submitted	Must meet requirement	N / A	Must meet requirement	N / A	Certificate

¹ If in the Applicant's country of legal registration does not exist appropriate licensing mechanism, applicant must declare about that in his offer, therefore he will not be obliged to provide Employer with such licenses.

declared insolvent by the court, is not in the process of liquidation, the property necessary for the implementation of the contract is not under arrest						
2.2.4.5 Statement from the Business Register	Must be submitted	Must meet requirement	N/A	Must meet requirement	N/A	Statement

Section 2.3 Data on Material and Technical Resources.

An applicant participating in the tender shall present information on material and technical resources available to him/her. In addition to construction technical equipment and machinery in his/her ownership an applicant can also present a list of the equipment rented or leased, and in case of intention of outsourcing of specific construction works – also data on material and technical resources of subcontractor companies.

A list of construction equipment and machinery owned an applicant shall be presented according to the table 2.3.1

Table 2.3.1

Title	Model	Production year	Number

Both large and small size technical construction equipment shall be presented in the table 2.3.1.

Table 2.3.1. shall be accompanied by documents, confirming ownership of construction equipment and machinery, such as: copies of inventory deeds and asset / liability statement (all items indicated in the table 2.3.1. shall be reflected in these documents).

Copies of technical passports shall be additionally presented in case of large construction machinery, e.g.: cranes, excavators, bulldozers, vibro-packers, asphalt concrete pavers, tip-trucks, trucks, cement mixers, etc.

Construction equipment and machinery leased, or to be leased in the future shall be presented according to the table 2.3.2

Table 2.3.2

Title	Model	Production year	Number	Title of the lessor organization

Table 2.3.2. shall be accompanied by the following document, confirming the information:

- copies of technical passports for large construction equipment and machinery, indicated in the table 2.3.2 (issued on the name of lessor organizations);
- copies of leasing agreements concluded in the past regarding renting of the above construction equipment and machinery,
- if available (leasing agreements shall be valid till the end of timeline of the construction presented by the tender proposal; Otherwise, copies of agreements expressing readiness to prolong the above mentioned leasing contracts shall be additionally presented in case if an applicant is wins the contract).

In case an applicant wins the tender copies of preliminary agreements with organizations leasing technical equipment and machinery, regarding providing construction equipment and machinery during the period relevant the tender proposal.

In case an applicant intends to outsource any specific construction work or group of works, a list of relevant construction equipment and machinery owned by a subcontractor shall be presented according to the table 2.3.3

Table 2.3.3

Title of a subcontractor organization	Title of work to be outsourced	Title of equipment	Model	Production year	Number
Subcontractor 1 title					
Subcontractor 2 title					

The table shall reflect the information on material and technical resources (both large and small size construction equipment and machinery) of an intended subcontractor, which is needed to perform works to be outsourced.

The following documents, confirming the information shall be attached to the table 2.3.3

- Copies of preliminary agreements between an applicant and a subcontractor organization, on readiness to conclude a subcontract regarding works, defined in the table 2.3.3 according to timeline, as provided in the tender proposal in case an applicant wins the tender.
- Copies of inventory deeds and asset / liability statement of all subcontractors (all items indicated in the table 2.3.3 for all subcontractors shall be reflected in these documents).
- Copies of technical passports shall be additionally presented for large construction machinery, indicated in the table 2.3.3 (issued on the name of a subcontractor)

An applicant participating in the tender shall meet the minimum requirements for material and technical resources.

The minimum required package of construction equipment and machinery comprises the following:

No.	Equipment Type and Characteristics	Minimum Number required
1	Back hoe	2
2	Tiptrucks	2

Section 2.4 Data on availability and qualified labour resources necessary for implementation of the contract.

Applicant should submit information about availability of the labour resources and its qualification. It must be submitted together with the labour contracts of employees attached with CV. In addition to titles organizations, CVs shall indicate specific construction sites, where the candidate has been involved, as well as his/her position at that time according to years.

The candidates shall have high education of relevant profile and copies of university diplomas shall be presented along with the above documents.

An applicant shall present information on qualification of the basic engineering/technical staff presently available to him/her or to be hired in the future.

Note:

The Bidder needs to complete the respective forms included in Section 3 – “Qualification Forms” to prove compliance with above criteria.

Section 2.5 Information on Criteria for Technical and Financial Evaluation

This Section contains all the criteria that the Employer shall use to technically and financially evaluate bids of post qualified Bidders. The Bidder shall provide all the information requested in the forms included in Section 4 "Bidding Forms."

2.5.1. General

Only bidders who have fulfilled all requirements of the post qualification (as defined in Section 2.1 to Section 2.4 above) will be permitted for further evaluation.

Before beginning a detailed analysis of the tenders, the Evaluation Committee will check that each tender:

- has been properly signed,
- includes the required Tender Guarantee, and
- complies with the formal requirements of these Tender Documents (Formal Compliance)

2.5.2 Formal Compliance

It will be checked if the bid is complete and all formal requirements as listed in the following table are met.

Item No.	Reference Clause	Formal Compliance
1	ITB 4.3 Form Bid as in Section 4.1 4.6	Submitted and signed, validity period 90 days.
2	ITB 4.3 Bid Security as in Section 4.2, acc. ITB 4.14, 4.15, 4.16 (in case of JV)	Amount 2% of bid price , but not exceed 20 000 GEL, Expiry Date 28 days beyond the original validity period of the bid; submitted
3	ITB 4.8-4.13	BoQ and Form Bid filled correctly
4	ITB 5.2	Power of Attorney properly submitted
5	Section 4, ITB 2.7	Schedule of the implementation, Technical Proposal Bill of Quantity in Section 4 presented and filled

A bidder which does not comply with these requirements will be excluded from further evaluation.

2.5.3. Technical and Financial Evaluation

The following rules apply to the overall evaluation and the ranking of the bids.

- Formal Compliance is minimum criteria. Bids not complying with one or more of these criteria will be rejected. Formal compliance will be checked for each bidder.
- Each bid will then be evaluated separately financially and technically.
- For each bid max.30 points are awarded for compliance with terms of reference and technical evaluation and 70 Points for the bid price.
- Only such bids, which achieve a minimum of 20 points in the technical evaluation, will be considered technically responsive. Bids achieving less than 20 points will not be considered for contract award.
- The bid reaching the highest number of points will be ranked highest.

The distribution of points for technical evaluation, the weighting of the points the calculation of the points for the bid price are shown in detail in the following:

No.	CRITERIA	Max No of points			
A	TECHNICAL EVALUATION				
	Technical Proposal	points	Technical evaluation according to the points/ compliance with the requirements		
				points to be awarded	awarded points
			Quality control mechanism	9	
			Warranty criteria	9	
			Detailed work plan with indication of time periods	12	
			Total	30	
B	FINANCIAL EVALUATION				
	Bid Price	points	The points will be calculated by the following formula: (lowest corrected bid price / price of considered bidder) x 70		
	Maximum total number of points	100 points	Min 20 Technical points to be achieved!!!!		

Section 3 – Qualification Forms (QLF)

Section 3.1 Application Submission Sheet

Date:

ICB No.:

To:

We, the undersigned, apply to be qualified for the referenced ICB and declare the following.

- (a) We have examined and have no reservations to the Qualification Document and conditions.
- (b) We, including any subcontractors or Contractors for any part of the contract(s) resulting from this qualification, do not have any conflict of interest in accordance with ITB 1.
- (c) We, including any subcontractors or Contractors for any part of the contract(s) resulting from this qualification, have not been declared ineligible by KfW or any other international Donor. No sanctions by the UN Security Council have been imposed on us.
- (d) We are not a Government-owned entity²
- (e) We, plan to subcontract the following key activities:
- (f) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the pre-qualification process:

Name of Recipient	Address	Reason	Amount
.....
.....

(If none has been paid or is to be paid, indicate "none.")

- (g) We understand that you may cancel the bidding process at any time and that you are not bound either to accept any bid, without incurring any liability to the bidders, in accordance with ITB Clause 6.6.

Name

In the capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

(1) Government-owned entities must replace para (e) with the following statement: "We are a government-owned entity but meet the requirements of ITB sub-clause 1.4"

Section 3.2 Declaration of Undertaking

Date:

ICB No.:

Declaration

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines³.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of Georgia

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of Georgia.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding for the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....
Place, date

.....
Bidder

³ See "Guidelines for the Assignment of Consultants in German Financial Cooperation" and "Guidelines for the Award of Contracts for Supplies and Services in German Financial Cooperation"

Authorized and binding signature: _____

Name and function of the signatory: _____

Name of the Bidder: _____

Address: _____

Date of signing: ____/____/____

Form ELI – 1.1

Section 3.3 Applicant Information Sheet

Date:

ICB No.:

Page ofpages

Applicant Information	
Applicant's legal name	
In case of JV, legal name of each partner	
Applicant's country of constitution	
Applicant's year of constitution	
Applicant's legal address in country of constitution	
Applicant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.	
<input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB Clause ITB Clause 5.2	
<input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Clause Clause 4.4	
<input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB Clause 1.4	

Form ELI – 1.2

Section 3.4 JV Information Sheet for JV Partners and Specialist Subcontractors

Date:
 ICB No.:
 Page ofpages

Each member of a JV and Specialist Subcontractors must fill in this form

JV / Specialist Subcontractor Information	
Applicant's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address, identification code)	
Attached are copies of the following original documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB Clause ITB Clause 1 <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB Clause ITB Clause 5.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Clause 1.4 <input type="checkbox"/> 4. In case of Specialist Subcontractors, a formal intent to enter into an agreement similar as for a JV as per ITB Clause 4.4 	

Section 3.5 General Experience Form 3.1

Experience Form 3.1

#	Name of the site	Name of contracting organization	Contract amount GEL	Contract timeline for performance of works		Actual timeline for performance of works	
				Inception (date, month, year)	Completion date, month, year)	Inception (date, month, year)	Completion date, month, year)
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							
7							

An applicant shall provide documents confirming information presented by him/herself, such as: copies of contracts on construction sites, presented in the table 3.1; copies of acceptance-transfer acts of construction units, presented in the table 3.1 (for ongoing and outstanding constructions, mid-term acceptance certificates, signed in 2012, if they are available); For those construction sites, presented in the table 3.1, where contract completion date (column 6) does not coincide with the actual completion date (column 8) relevant documents on delay of works shall be presented; for those construction units, presented in the table 3.2, where cost of construction is not reflected in the relevant acceptance –transfer acts, an applicant shall additionally present copies of acts of performed works (form N 2 or form N 3), confirming cost of works performed on the above sites.

An applicant shall also present brief specifications of construction sites, provided in the table.3.1. Comprehensive photo materials shall be attached to the characteristics of the construction unit. Such descriptions and photos can also be presented for ongoing constructions.

While presenting the documents an applicant has to understand that the information about hi/her experience is one of the criteria for evaluating a tender proposal. Therefore, it is within an applicant's best interests to provide maximum information.

Section 3.6 Specific Experience Form 3.2

Experience Form 3.2

#	Name of the site	Actual timeline for performance of works		Cost of works according to acceptance-transfer act GEL	Comments
		Inception (date, month, year)	Completion according to accepting-transfer act (date, month, year)		
1					
2					
3					
4					
5					
	total			> or = 1.500.000 GEL	

Construction sites provided in the form 3.2 shall also be presented in the form 3.1.

Section 3.7 Specific Experience Form 3.3

Experience Form 3.3

#	Name of the site	Name of contracting organization	Contract amount GEL	Contract timeline for performance of works		Actual timeline for performance of works	
				Inception (date, month, year)	Completion date, month, year)	Inception (date, month, year)	Completion date, month, year)
1	2	3	4	5	6	7	8
1							
2							

3							
4							
5							
6							
7							

An applicant shall provide documents confirming information presented by him/herself, such as: copies of contracts on construction sites, presented in the Form 3.3; copies of acceptance-transfer acts of construction units, presented in the Form 3.3. An applicant shall also present brief specifications of construction sites, provided in the Form 3.3 (showing the compliance with the experience requirements shown in 2.2.3.3 under Section 2.2 Qualification Criteria)

Comprehensive photo materials shall be attached to the characteristics of the construction unit. Such descriptions and photos can also be presented for ongoing constructions.

Section 3.8 Financial Data

Financial Form 3.4

Financial data	3 years before last year ⁴ GEL	Year before last year GEL	Last year GEL	Average ⁵ GEL	This year GEL
Annual turnover ⁶ , excluding this contract					
Current Assets ⁷					
Current Liabilities ⁸					
Submission of Audited Balance Sheets					

⁴ Last year=last accounting year for entity.

⁵ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁶ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁷ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses, and other liquid assets that can be readily converted to cash.

⁸ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities, and other debts.

Section 4 - Bidding Forms

4.1 Form of Bid

Date:
ICB No.:
Page ofpages

To: _____

We offer to execute in conformity with the Bidding Documents the following Services:

“Rehabilitation of Potable Water System in Support Zone villages of the Javakheti National Park”

The total price of our bid excluding VAT, taxes, import duties and other possible charges and excluding any discounts as offered below is:

Amount in numbers in GEL (Amount in words in GEL) where the VAT, import duties and other charges _____ GEL (amount in words in Gel)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents including Addenda issued in accordance with the ITB 2.3, 2.4, 2.5, 2.6.
- (b) We have collected the needed information on conditions of supply and studied all other circumstances that may influence the contract execution
- (c) We have studied the potential of our sub-contractors
- (d) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We, including any subcontractors or Contractors for any part of the contract, do not have any conflict of interest in accordance with ITB 1.5;

- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process;
- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Contractors for any part of the contract, has not been declared ineligible under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (i) We are not a Government owned entity. / We are a Government owned entity but meet the requirements of ITB 1.4; *(delete relevant section of this sentence)*
- (j) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We accept further that the Employer reserves the right to reduce or amend the content of the Bid and that you are not bound to accept the lowest evaluated bid.
- (l) In case of our Bid being accepted, we shall not make any requests regarding the change of the offered price for the said services and supplies.
- (m) Te advance payment is: GEL.(.....) which is 20 percent of our Contract Price

Authorized and binding signature: _____

Name and function of the signatory: _____

Name of the Bidder: _____

Address: _____

Date of signing: ____/____/____

Section 4.2 Form of Bid Security

Address of guarantor bank:

Beneficiary (contracting agency):

We, the undersigned (Guarantor), in order to enable (Bidder) to bid for ***“Rehabilitation of Potable Water System In Support Zone villages of the Javakheti National Park”***, hereby irrevocably and independently guarantee to pay to you an amount of up to a total of

..... waiving all objections and defenses.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm is no longer prepared to abide by this bid.

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of Georgia

.....
Date:

.....
Guarantor

Section 4.3 Technical Proposal

After examining of Terms of Reference, candidate must submit the technical proposal, which must include the warranty conditions, detailed works implementation plan with timing, quality control mechanism (including necessary personnel and equipment for quality control as requested in Section 4.7). The technical proposal should qualify the candidate as compliant for implementation of the Service.

Section 4.4 Bill of Quantities

Preamble, instructions, and recommendations for filling the BOQ

- i) The bidder needs to complete all columns of the BOQ, which is the unit price, the net price and also, the columns for import duty and for VAT. In case no import duty is applicable, put "0". BOQ should be elaborated based on Works presented in Section 5.

Section 4.5 Schedule of the Implementation

Works shall be completed in 110 calendar days after the signing of the contract by all parties.
Detailed implementation plan shall be included into the Applicant's bid.

Section 4.6 Copy of Joint Venture Agreement

As per Article 4.4 of the Instructions to Bidders.

Section 4.7 Data on Quality Control Mechanism

Applying organization shall have established structure of quality control ensuring strict adherence with technological cycle of construction processes and full compliance with project documentation. Applicant shall submit description of the said structure including at least the following information:

-----Staff list of personnel engaged in Quality Control service to be presented in the form of Table 4.7.1. The table shall include current Staff List at the time of Tender.

Table 4.7.1.

#	Position	Number of staff
1		
2		
3		
4		
5		
6		

----- List of equipment and measuring devices on hand or available for the applicant and required for quality control. The list may include the equipment devices being in his possession as well as rented ones. Applicant can also subcontract an organization to conduct quality control for any operation, or any particular measurement and rent necessary inventory and devices.

List of equipment and devices in applicant's possession shall be presented in the form of Table 4.7.2

Table 4.7.2.

#	description	model	Quantity

Documentation certifying the property right on equipment and devices listed in the table shall be attached to the Table 4.7.2, such as: copies of inventory protocol and asset/liability statement of an applying organization (the documents shall include all models of those given in Table 4.7.2)

List of rented equipment and devices taken on lease or to be taken on lease in the future shall be presented in the form of table 4.7.3

Table 4.7.3

#	description	model	Quantity	Name of leasing organization

The following documents certifying the information shall be attached to the Table 4.7.3: copies of previous Lease Agreements on specified equipment and devices (if any). (Lease Agreements shall be valid until the end of the construction term presented by Tender Proposal. Otherwise, the copies of relevant agreements on the readiness of extension of abovementioned agreements shall be submitted in case the applicant wins the tender); copies of prior agreement acts on provision with required inventory concluded with leasing organizations with the date of tender proposal in the case the applicant wins the tender.

If an applicant intends to sign subcontract with any organization(s) to control any particular works, or for any particular measurements, it shall submit information about such organization(s) in the form of Table 4.7.4.

Table 4.7.4.

#	Description of works under subcontract	Description of equipment and devices	model	Quantity	Name of subcontractor

Table 4.7.4 shall include information on those equipment and devices in possession of all planned subcontractors, which are required for conduction of particular works under the subcontract.

The following documents certifying the information shall be attached to the Table 4.7.4:

---copies of prior Agreements on readiness to sign subcontracts on works specified in Table 4.7.4 between an applicant and subcontractor with the terms of tender proposal in case the applicant wins the tender.

Section 5- Employer's Requirements (Terms of Reference)

*Note: Applicants can apply for all the lots together and separately. In case applicants apply for all Lots, they still do have to submit one offer for each of the Lots separately.

The detailed drawings are given in separate files in ANNEX 1 and they are the constituent part of the TOR. All works must be carried out according to the drawings and works given in Terms of reference.

The Contractor must develop detailed plan & schedule of maintenance and operation for the rehabilitated infrastructure (including chlorination and needed power consumption) as well as budget for each village.

The bidder shall suggest (and calculate) a technical solution for chlorination in his bid which is compatible with the technical capacity of the Municipality to use and maintain it in a safe way and at an acceptable cost

Small window or/and gap should be provided for the ventilation in head-works, in the villages where the headworks are foreseen according to the project.

*Overhead expenses as well as planned accumulations should be included in Unit Prices.

Terms of Reference

##	<u>LOT # 1 contains rehabilitation works in four village of Akhalkalaki Municipality</u>
1	Rehabilitation of a potable water system of Akhalkalaki municipality's village Kartsakhi
2	Rehabilitation of a potable water system of Akhalkalaki municipality's village Bozali
3	Rehabilitation of a potable water system of Akhalkalaki municipality's village Sulda
4	Rehabilitation of a potable water system of Akhalkalaki municipality's village Dadeshi

1.1 Rehabilitation of a drinking water system of the village of Kartsakhi of Akhalkalaki municipality

NN	Name of works	Units	Quantity	Unit price	Total
1	2	3	4	5	6
	Arranging of a water pipeline d=75mm				
1	Processing of a priming coat by excavator	1000m³	3		
2	Processing of a priming coat by hand	m3	600		

3	Pipe laying of a plastic pipe PE-100 SDR11 PN16 d=75 X 5.8 mm	m	7200		
4	10 cm coating of the pipe with the sifted local primer by compacting	m3	1800		
5	Backfilling	m3	1800		
6	Water resistance testing of the pipeline	m	7200		
7	Disinfection of the pipeline by chlorination	m	7200		
	Arranging of a drain wall				
1	Installation of capping, water intake and gate chamber M-200 monolith cast-in-situ reinforced concrete	m ³	2,7		
2	Processing of a priming coat by hand	m3	2		
3	Installation of a rose d=100 mm	pcs.	1		
4	Backfilling, compacting	m3	2		
5	Installation of valves D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	elbow 70	pcs.	2		
	Installation of a drain box D=70 mm	pcs.	1		
7	Installation and dyeing of lids	pcs.	1		
	Interception of a well #1				
1	Installation of capping, water intake and gate chamber M-200 monolith cast-in-situ reinforced concrete	m ³	6,5		
2	Processing of a priming coat by hand	m3	2		
3	Rose installation d=100 mm	pcs.	1		
4	Ground, clay, sand filing and compacting	m3	2		
5	Valve installation D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	elbow 70	pcs.	2		
	Installation of drain box D=70 mm	pcs.	1		
7	Installation of lids and dyeing	pcs.	1		
8	Arranging of iron doors	m2	1,6		
	Enclosing of interception				

1	underpour for pipe trenching	m3	2		
2	Processing of a priming coat by hand	m3	1		
3	Arranging of steel pipes	pcs.	21		
3	Arranging of wire	m	80		
6	Dyeing of wire	m	80		
	Arranging of #2interceptions				
1	Installation of capping, water intake and gate chamber with M-200 monolith cast-in-situ reinforced concrete	m ³	6,5		
2	Processing of a priming coat by hand	m3	2		
3	Rose installation d=100 mm	pcs.	1		
4	Ground, clay, sand filing and compacting	m3	2		
5	Installation of valves D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	elbow 70	pcs.	2		
	Installation of drain box D=70 mm	pcs.	1		
7	Installation of lids and dyeing	pcs.	1		
8	Arranging of iron doors	m2	1,6		
	Enclosing of interception				
1	underpour for pipe trenching	m3	2		
2	Processing of a priming coat by hand	m3	1		
3	Arranging of steel pipes	pcs.	21		
3	Arranging of wire	m	80		
6	Dyeing of wire	m	80		
	Repair of a gate valve well (reservoir)				
1	Installation of r/concrete slab	m3	6,9		
2	Wall plastering and ironing	m2	72,00		
3	Cement lining	m2	30,60		
4	Installation of lids and dyeing	pcs.	2		
5	Installation of metal ladder and dyeing	pcs.	1		
6	Dyeing of metal structures	m2	2,6		
7	Dyeing of metal pipeline	m2	9		

8	Installation of plastic vent pipe	m	6		
9	Installation of plastic fittings	pcs.	32		
	Arranging of vent pipe deflector	pcs.	2		
	Fittings	pcs.	30		
10	Water resistance testing of reservoir	m3	100		
11	Disinfection of reservoir by chlorination	m3	100		
	Repair of a gate valve well (reservoir)				
1	Arranging of r/concrete well precast rings	m	1		
	r/concrete precast rings d=1500mm H=1m	pcs.	1		
	R/concrete well bottom	pcs.	1		
2	Processing of a priming coat by hand	m3	7,2		
3	Valve installation D=100mm	pcs.	2		
4	Backfilling	m3	3,3		
5	Installation of lids and dyeing	pcs.	1		
	Preliminary estimates of chlorination construction				
1	Processing of a priming coat by hand	m3	12,8		
2	Arranging of foundation with M-200 monolithic r/concrete	m3	12,8		
3	Arranging of walls, partitions and parapets	m3	18		
4	Arranging of monolithic r/concrete band	m³	6,40		
5	Arranging of doors and windows	m2	5,70		
	metal-plastic doors	m2	2,7		
	metal-plastic windows	m2	3		
6	Roof arrangement	m2	25		
7	Walls and partitions plastering	m2	45,00		
8	Arranging of monolithic r/concrete floor and steps	m³	6,00		
9	Cement lining	m2	20,00		
10	Construction waste transportation on 12km	m3	10		
	Preliminary estimates of chlorinator technical equipment and pipelines				

11	Arranging of chlorine basins and washstands	set	4		
	washstand	pcs.	1		
	Chlorine basin	pcs.	3		
	Mixer	set	4		
	Siphon	pcs.	4		
12	Arranging of metal pipes	m	48		
	Metal pipe d-25	m	20		
	Metal pipe d-20	m	28		
13	Processing of a priming coat by hand	m3	10		
14	Installation of metal fittings	pcs.	103		
15	Dyeing of pipelines with perchlorovinyl paint	m2	11		
16	Freeze protection wrapping/ insulation of the system parts (above the ground surface) of the system, which are open				
	Sum				
	Electricity				
1	Installation of cables	m			
	Copper cables 3X2,5	m	1300		
2	Automatic stop switch	pcs.	1,00		
3	Single pole automatic stop switch	pcs.	4		
4	Installation of one-key switches	pcs.	1		
	Installation of sockets	pcs.	1		
5	Illuminator				
	Installation of a luminescent illuminator	pcs.	2		
	Installation of a lampshade type illuminator 2*100vt.	pcs.	5		
	Sum:				
	Total Sum:				

1.2 Rehabilitation of a drinking water system of the village of Bozali of Akhalkalaki municipality

NN	Name of works	Units	Quantity	Unit price	Total
1	2	3	4	5	6
	Plumbing d=63mm				

1	Processing of a priming coat by excavator	1000m ³	0,3		
2	Processing of a priming coat by hand	m3	90		
3	Pipe laying of a plastic pipe PE-100 SDR11 PN16 d=63 X 5.8 mm	m	390		
4	10 cm coating of the pipe with the sifted local primer by pressing	m3	195		
5	Backfilling of the primer	m3	195		
6	Water resistance testing of the water pipe system	m	390		
7	Disinfection of the water pipe by chlorination	m	390		
	Arranging of a water pipeline d=75 mm				
1	Processing of a priming coat by excavator	1000m ³	0,6		
2	Processing of a priming coat by hand	m3	150		
3	Pipelaying of a plastic pipe PE-100 SDR11 PN16 d=75 X 6.8 mm	m	750		
4	10 cm coating of the pipe with the sifted local primer by compacting	m3	350		
5	Backfilling	m3	400		
6	Water resistance testing of the pipeline	m	750		
7	Disinfection of the pipeline by chlorination	m	750		
	Arranging of a drain wall				
1	Installation of capping, water intake and gate chamber M-200 monolith cast-in-situ reinforced concrete	m ³	2,7		
2	Processing of a priming coat by hand	m3	2		
3	Installation of a rose d=100 mm	pcs.	1		
4	Backfilling, compacting	m3	2		
5	Installation of valves D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	elbow 70	pcs.	2		
	Installation of a drain box D=70 mm	pcs.	1		
7	Installation and dyeing of lids	pcs.	1		
	Arranging of interception #1				

1	Installation of capping, water intake and gate chamber M-200 monolith cast-in-situ reinforced concrete	m ³	6,5		
2	Processing of a priming coat by hand	m3	2		
3	Rose installation d=100 mm	pcs.	1		
4	ground, clay, sand filing and compacting	m3	2		
5	Installation of valves D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	elbow 70	pcs.	2		
	Installation of drain box D=70 mm	pcs.	1		
7	Arranging of iron doors	m2	1,6		
8	Enclosing of interception	m	80		
	underpour for pipe trenching				
1	Processing of a priming coat by hand	m3	2		
2	Arranging of steel pipes	m3	1		
3	Arranging of wire	pcs	21		
3	Dyeing of wire	m	80		
6	Arranging of iron doors	m	80		
	Arranging of interception #2				
1	Installation of capping, water intake and gate chamber M-200 monolith cast-in-situ reinforced concrete	m ³	6,5		
2	Processing of a priming coat by hand	m3	2		
3	Rose installation d=100 mm	pcs.	1		
4	Ground, clay, sand filing and compacting	m3	2		
5	Installation of valves D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	elbow 70	pcs.	2		
	Installation of drain box D=70 mm	pcs.	1		
7	Installation of lids and dyeing	pcs.	1		
8	Arranging of iron doors	m2	1,6		
	Enclosing of interception				
1	underpour for pipe trenching	m3	2		

2	Processing of a priming coat by hand	m3	1		
3	Arranging of steel pipes	pcs.	21		
3	Arranging of wire	m	80		
6	Dyeing of wire	m	80		
	Repair of reservoirs				
1	Installation of r/concrete slab	m3	6,9		
2	Wall plastering and ironing	m2	72,00		
3	Cement lining	m2	30,60		
4	Installation of lids and dyeing	pcs.	2		
5	Installation of metal ladder and dyeing	pcs.	1		
6	Dyeing of metal structures	m2	2,6		
7	Dyeing of metal pipeline	m2	9		
8	Installation of plastic vent pipe	m	6		
9	Installation of plastic fittings	pcs.	32		
	Arranging of vent pipe deflector	pcs.	2		
	Fittings	pcs.	30		
10	Water resistance testing of reservoir	m3	100		
11	Disinfection of reservoir by chlorination	m3	100		
	Repair of a gate valve well (reservoir)				
1	Arranging of r/concrete well precast rings	m	1		
2	Processing of a priming coat by hand	m3	7,2		
3	Installation of valves D=100 mm	pcs.	2		
4	Backfilling	m3	3,3		
5	Installation of lids and dyeing	pcs.	1		
	Preliminary estimates of chlorinator construction				
1	Processing of a priming coat by hand	m3	12,8		
2	Arranging of foundation with M-200 monolithic r/concrete	m3	12,8		
3	Arranging of walls, partitions and parapets	m3	18		
4	Arranging of monolithic r/concrete band	m ³	6,40		

5	Arranging of doors and windows	m2	5,70		
6	Roof arrangement	m2	25		
7	Walls and partitions plastering	m2	45,00		
8	Arranging of monolithic r/concrete floor and steps	m ³	6,00		
9	Cement lining	m2	20,00		
10	Construction waste transportation on 12km	m3	10		
	Preliminary estimates of chlorinator technical equipment and pipelines				
11	Arranging of chlorine basins and washstands	set	4		
	washstand	pcs.	1		
	Chlorine basin	pcs.	3		
	Mixer	set	4		
	Siphon	pcs.	4		
12	Arranging of metal pipes	m	48		
	Metal pipe d-25	m	20		
	Metal pipe d-20	m	28		
13	Processing of a priming coat by hand	m3	10		
14	Installation of metal fittings	pcs.	103		
	Fittings	pcs.	103		
15	Dyeing of pipelines with perchlorovinyl paint	m2	11		
16	Freeze protection wrapping/ insulation of the system parts (above the ground surface) of the system, which are open				
	Sum				
	Electricity				
1	Cables installation	m			
	Copper cables 3X2,5	m	1300		
2	Automatic stop switch	pcs.	1,00		
3	Single-pole automatic stop switch	pcs.	4		
4	Installation of one-key switches	pcs.	1		
5	Installation of sockets	pcs.	1		

6	Installation of a fluorescent illuminator	pcs.	2		
7	Installation of a lampshade type illuminator 2*100vt.	pcs.	5		
	Sum:				
	Total Sum:				

1.3 Rehabilitation of a drinking water system of the village of Sulda of Akhalkalaki municipality

NN	Name of works	Units	Quantity	Unit price	Total
1	2	3	4	5	6
	Arranging of a water pipeline d=75mm				
1	Processing of a priming coat by excavator	1000m³	0,9		
2	Processing of a priming coat by hand	m3	300		
3	Pipelaying of a plastic pipe PE-100 SDR11 PN16 d=75 X 5.8 mm	m	1200		
4	Backfilling	m3	600		
5	Water resistance testing of a water pipeline	m	1200		
6	Disinfection of the water pipeline by chlorination	m	1200		
	Arranging of a drain wall				
1	Arranging of capping, intake and gate valve well with m-200 monolithic cast-in-situ reinforced concrete	m³	2,7		
2	Processing of a priming coat by hand	m3	2		
3	Rose installation d=100 mm	pcs	1		
4	Backfilling, compacting	m3	2		
5	Installation of valves D=70 mm	pcs	2		
6	Installation of plastic fittings	pcs	4		
7	Installation and dyeing of lids	pcs	1		

	Arranging of interception #1				
1	Arranging of capping, water intake and gate valve well with M-200 monolith cast-in-situ reinforced concrete	m³	6,5		
2	Processing of a priming coat by hand	m³	2		
3	Rose installation d=100 mm	pcs	1		
4	Filling primer, clay, sand, compacting	m³	2		
5	Installation of valves D=70 mm	pcs	2		
6	Installation of plastic fittings	pcs	4		
7	Installation and dyeing of lids	pcs	1		
8	Arranging of iron doors	m²	1,6		
	Enclosing of interception				
1	underpour for pipe trenching	m³	2		
2	Processing of a priming coat by hand	m³	1		
3	Arranging of steel pipes	pcs	21		
3	Arranging of wire	m	80		
6	Dyeing of wire	m	80		
	Arranging of interception #2				
1	Arranging of capping, water intake and gate valve well with m-200 monolithic reinforced concrete	m³	6,5		
2	Processing of a priming coat by hand	m³	2		
3	Installation of a rose d=100 mm	pcs	1		
4	Filling primer, clay, sand, compacting	m³	2		
5	Installation of valves D=70 mm	pcs	2		
6	Installation of plastic fittings	pcs	4		
7	Installation and dyeing of lids	pcs	1		
8	Arranging of iron doors	m²	1,6		
	Enclosing of interception				
1	underpour for pipe trenching	m³	2		
2	Processing of a priming coat by hand	m³	1		

3	Arranging of steel pipes	pcs	21		
3	Arranging of wire	m	80		
6	Dyeing of wire	m	80		
	Repair of reservoirs				
1	Installation of r/concrete slab	m3	6,9		
2	Wall plastering and ironing	m2	72,00		
3	Cement lining	m2	30,60		
4	Installation of lids and dyeing	pcs	2		
5	Installation of metal ladder and dyeing	pcs	1		
6	Dyeing of metal structures	m2	2,6		
7	Dyeing of metal pipeline	m2	9		
8	Installation of plastic vent pipe	m	6		
9	Installation of plastic fittings	pcs	32		
10	Water resistance testing of the reservoir	m3	100		
11	Disinfection of the reservoir by chlorination	m3	100		
	Repair of a gate valve well (reservoir)				
1	Arranging of r/concrete well precast rings	m	1		
2	Processing of a priming coat by hand	m3	7,2		
3	Installation of valves D=100 mm	pcs	2		
4	Backfilling	m3	3,3		
5	Installation of lids and dyeing	pcs	1		
	Preliminary estimates of chlorinator construction				

1	Processing of a priming coat by hand	m3	12,8		
2	Arranging of foundation with M-200 monolithic r/concrete	m3	12,8		
3	Arranging of walls, partitions and parapets	m3	18		
4	Arranging of monolithic r/concrete band	m3	6,40		
5	Arranging of doors and windows	m2	5,70		
6	Roof arrangement	m2	25		
7	Walls and partitions plastering	m2	45,00		
8	Arranging of monolithic r/concrete floor and steps	m3	6,00		
9	Cement lining	m2	20,00		
10	Construction waste transportation on 12km	m3	10		
	Preliminary estimates of chlorination equipments and pipeline				
11	Arranging of chlorine reservoirs and washstands	set	4		
	Washstand	pcs	1		
	Chlorine reservoir	pcs	3		
	Mixer	set	4		
	Siphon	pcs	4		
12	Arranging of metal pipes	m	48		
	Metal pipe d-25	m	20		
	Metal pipe d-20	m	28		
13	Processing of a priming coat by hand	m3	10		
14	Installation of metal fittings	pcs	103		
15	Dyeing of pipeline with perchlorvinil paint	m2	11		
16	Freeze protection wrapping/ insulation of the system parts (above the ground				

	surface) of the system, which are open				
	Sum				

Electricity

1	Installation of cables	m			
	Copper cables 3X2,5	m	1300		
2	Automatic stop switch	pcs.	1,00		
3	Single pole automatic stop switch	pcs.	4		
4	Installation of one-key switches	pcs.	1		
5	Installation of sockets	pcs.	1		
6	Installation of a luminescent illuminator	pcs.	2		
7	Installation of a lampshade type illuminator 2*100vt.	pcs.	5		
	Sum:				
	Total Sum:				

1.4 Rehabilitation of a drinking water system of the village of Dadeshi of Akhalkalaki municipality

NN	Name of works	Units	Quantity	Unit price	Total
1	2	3	4	5	6
	Plumbing d=63mm				
1	Processing of a priming coat by excavator	1000m³	0,93		
3	Pipe laying of a plastic pipe PE-100 SDR11 PN16 d=63 X 5.8 mm	m	820		
5	Backfilling of the primer	m3	480		
6	Transportation of excess primer on 12km	m3	94		
7	Water resistance testing of the water pipe system	m	820		
8	Disinfection of the water pipe by chlorination	m	820		

	Arranging of interception				
1	Installation of capping, water intake and gate valve well with M-200 monolith cast-in-situ reinforced concrete	m³	6,5		
2	Processing of a priming coat by hand	m3	2		
3	Rose installation d=100 mm	pcs.	1		
4	Backfilling, compacting	m3	2		
5	Installation of valves D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	Elbow 70	pcs.	2		
	Installation of a drain box D=70 mm	pcs.	1		
7	Installation and dyeing of lids	pcs.	1		
8	Arranging of iron doors	m2	1,6		
	Enclosing of interception				
1	underpour for pipe trenching	m3	2		
2	Processing of a priming coat by hand	m3	1		
3	Arranging of steel pipes	pcs.	21		
3	Arranging of wire	m	80		
6	Dyeing of wire	m	80		
	Repair of reservoirs				
1	Installation of r/concrete slab	m3	6,9		
2	Wall plastering and ironing	m2	72,00		
4	Installation of lids and dyeing	pcs.	2		
5	Installation of metal ladder and dyeing	pcs.	1		
6	Dyeing of metal structures	m2	2,6		
7	Dyeing of metal pipeline	m2	9		
8	Installation of plastic vent pipe	m	6		
9	Installation of plastic fittings	pcs.	32		
	Arranging a deflector on vent pipe	pcs.	2		
	Fittings	pcs.	30		
10	Water resistance testing of the reservoir	m3	100		

11	Disinfection of the reservoir by chlorination	m3	100		
	Repair of a gate valve well (reservoir)				
1	Arranging of r/concrete well precast rings	m	1		
	R/concrete precast rings d=1000mm H=1,5m	pcs.	1		
	R/concrete well bottom	pcs.	1		
2	Processing of a priming coat by hand	m3	7,2		
3	Installation of valves D=70 mm	pcs.	2		
4	Backfilling	m3	3,3		
5	Transportation of excess primer on 12km	m3	4,2		
6	Installation of lids and dyeing	pcs.	1		
	Preliminary estimates of chlorinator construction				
1	Processing of a priming coat by hand	m3	12,8		
2	Arranging of foundation with M-200 monolithic r/concrete	m3	12,8		
3	Arranging of walls, partitions and parapets	m3	18		
4	Arranging of monolithic r/concrete band	m ³	6,40		
5	Arranging of doors and windows	m2	5,70		
	Metal-plastic doors	m2	2,7		
	Metal-plastic windows	m2	3		
6	Roof arrangement	m2	25		
7	Walls and partitions plastering	m2	45,00		
8	Arranging of monolithic r/concrete floor and steps	m ³	6,00		
9	Cement lining	m2	20,00		
10	Construction waste transportation on 12km	m3	4,2		
	Preliminary estimates of chlorination equipment and pipeline				
11	Arranging of chlorine reservoirs and washstands	set	4		
	Washstand	pcs.	1		
	Chlorine reservoir	pcs.	3		
	Mixer	set	4		

	Siphon	pcs.	4		
12	Arranging of metal pipes	m	48		
	Metal pipe d-25	m	20		
	Metal pipe d-20	m	28		
13	Processing of a priming coat by hand	m3	10		
14	Installation of metal fittings	pcs.	103		
15	Dyeing of pipeline with perchlorvinil paint	m2	11		
16	Freeze protection wrapping/ insulation of the system parts (above the ground surface) of the system, which are open				
	Sum				
	Electricity				
1	Cables installation	m			
	Copper cables 3X2,5	m	1300		
2	Automatic stop switch	pcs.	1,00		
3	Single-pole automatic stop switch	pcs.	4		
4	Installation of one-key switches	pcs.	1		
	Installation of sockets	pcs.	1		
5	Illuminator				
	Installation of a fluorescent illuminator	pcs.	2		
	Installation of a lampshade type illuminator 2*100vt.	pcs.	5		
	Sum:				
	Total Sum				

#	<u>LOT # 2 contains rehabilitation works in three villages of Ninotsminda Municipality</u>
1	2.1 Rehabilitation of potable water system of Ninotsminda municipality's village Patara Khanchali
2	2.2 Rehabilitation of potable water system of Ninotsminda municipality's village Jdanovo
3	2.3 Rehabilitation of potable water system of Ninotsminda municipality's village Efremovka

2.1 Rehabilitation of a potable water system of the village of Patara Khanchali of Ninotsminda municipality

NN	Name of works	Units	Quantity	Unit price	Total
1	2	3	4	5	6
	Arranging of a water pipeline d=90mm				
1	Processing of a priming coat by excavator	1000m ³	0,4		
3	Pipelaying of a plastic pipe PE-100 SDR11 PN16 d=90 X 8.2 mm	m	1015		
6	Water resistance testing of the pipeline	m	1015		
7	Disinfection of the pipeline by chlorination	m	1015		
	Arranging of a water pipeline d=50mm				
1	Processing of a priming coat by excavator	1000m ³	0,812		
3	Pipelaying of a plastic pipe PE-100 SDR11 PN16 d=50 X 4.6mm	m	2225		
4	10 cm coating of the pipe with the sifted local primer by compacting	m ³	500		
5	Backfilling	m ³	512		
6	Water resistance testing of the pipeline	m	2225		
7	Disinfection of the pipeline by chlorination	m	2225		
	Arranging of a well meant for gate valve (connecting)				
1	Arranging of r/concrete well precast rings	m	1		
2	Processing of a priming coat by hand	m ³	7,2		
3	Valve installation D=100 mm	pcs.	2		
4	Backfilling	m ³	3,3		
5	Arranging of lids and dyeing	pcs.	1		
	Arranging of well interception				
1	Installation of capping, water intake and gate chamber M-200 monolith cast-in-situ reinforced concrete	m ³	6,5		
2	Processing of a priming coat by hand	m ³	2		
3	Rose installation d=100 mm	pcs.	1		

4	Ground, clay, sand filling and compacting	m3	2		
5	Valve installation D=70 mm	pcs.	2		
6	Installation of plastic fittings	pcs.	4		
7	Installation of lids and dyeing	pcs.	1		
1	Installation of r/concrete slab	m3	6,9		
2	Wall plastering and ironing	m2	72,00		
3	Cement lining	m2	30,60		
4	Installation of lids and dyeing	pcs.	2		
5	Installation of metal ladder and dyeing	pcs.	1		
6	Dyeing of metal structures	m2	2,6		
7	Dyeing of metal pipeline	m2	9		
8	Installation of plastic vent pipe	m	6		
9	Installation of plastic fittings	pcs.	32		
10	Water resistance testing of reservoir	m3	100		
11	Disinfection of reservoir by chlorination	m3	100		
	Enclosure of the interception				
1	Underpouring for arranging pipes	m3	2		
2	Processing of a priming coat by hand	m3	1		
3	Arranging of metal pipes	pcs.	21		
4	Arranging of a wire mesh	m	80		
5	Arranging of foundation with M-200 monolithic r/concrete	m3	80		
	Preliminary estimates of the chlorinator constructions				
1	Processing of a priming coat by hand	m3	12,8		
2	Arranging of foundation with M-200 monolithic r/concrete	m3	12,8		
3	Arranging of walls, partitions and parapets	m3	18		
4	Arranging of monolithic r/concrete band	m ³	6,40		
5	Arranging of doors and windows	m2	5,70		
6	Roof arrangement	m2	25		

7	Walls and partitions plastering	m2	45,00		
8	Arranging of monolithic r/concrete floor and steps	m ³	6,00		
9	Cement lining	m2	20,00		
10	Construction waste transportation on 12km	m3	10		
	Preliminary estimates of chlorinator technical equipments and pipelines				
11	Arranging of chlorine basins and washstands	set	4		
12	Arranging of metal pipes	m	48		
13	Processing of a priming coat by hand	m3	10		
14	Installation of metal fittings	pcs.	103		
15	Dyeing of pipelines with perchlorovinyl paint	m2	11		
16	Freeze protection wrapping/ insulation of the system parts (above the ground surface) of the system, which are open				
	Sum				

Electricity

1	Installation of cables	m			
	Copper cables 3X2,5	m	1300		
2	Automatic stop switch	pcs.	1		
3	Single pole automatic stop switch	pcs.	1		
4	Installation of one-key switches	pcs.	4		
5	Installation of sockets	pcs.	1		
6	Installation of a luminescent illuminator	pcs.	2		
7	Installation of a lampshade type illuminator 2*100vt.	pcs.	5		
	Sum:				
	Total Sum:				

2.2. Rehabilitation of a potable water system of the village of Jdanovo of Ninotsminda municipality

NN	Name of works	Units	Quantity	Unit price	Total
1	2	3	4	5	6

	Arranging and repair of a well				
1	Arranging of a water deep-well pump on plastic pipes d=75	set	2		
2	Processing of a priming coat by hand	m3	15		
3	Pipe laying of a plastic pipe PE-100 SDR11 PN16 d=75 X 6.8 mm	m	50		
5	Backfilling	m3	15		
6	Water resistance testing of the water pipeline	m	820		
7	Disinfection of the water pipe by chlorination	m	820		
8	Valve installation D=70 mm	pcs.	2		
9	Installation of plastic fittings	pcs.	4		
	Tee 70	pcs.	1		
	Elbow 70	pcs.	2		
	Ventouse	pcs.	1		
	Repair of reservoirs				
1	Installation of r/concrete slab	m3	6,9		
2	Wall plastering and ironing	m2	72,00		
3	Cement lining	m2	30,60		
4	Installation of lids and dyeing	pcs.	2		
5	Installation of metal ladder and dyeing	pcs.	1		
6	Dyeing of metal structures	m2	2,6		
7	Dyeing of metal pipeline	m2	9		
8	Installation of plastic vent pipe	m	6		
9	Installation of plastic fittings	pcs.	32		
	Arranging a deflector on vent pipe	pcs.	2		
	Fittings	pcs.	30		
10	Water resistance testing of the reservoir	m3	100		
11	Disinfection of reservoir by chlorination	m3	100		
	Repair of a gate valve well (reservoir)				
1	Arranging of r/concrete well precast rings	m	1		

2	Processing of a priming coat by hand	m3	7,2		
3	Installation of valves D=70 mm	pcs.	2		
4	Backfilling	m3	3,3		
5	Transportation of excess primer on 12km	m3	4,2		
6	Installation of lids and dyeing	pcs.	1		
	Repair of a well intake				
5	Arranging of windows and doors	m2	2,98		
	Metal-plastic doors	m2	1,98		
	Metal-plastic windows	m2	1		
6	Roof arrangement	m2	10		
7	Walls and partitions plastering	m2	72,00		
9	Cement lining	m2	10,00		
10	Construction waste transportation on 12km	m3	4,2		
	Preliminary estimates of chlorinator construction				
1	Processing of a priming coat by hand	m3	12,8		
2	Arranging of foundation with M-200 monolithic r/concrete	m3	12,8		
3	Arranging of walls, partitions and parapets	m3	18		
4	Arranging of monolithic r/concrete band	m ³	6,40		
5	Arranging of doors and windows	m2	5,70		
	Metal-plastic doors	m2	2,7		
	Metal-plastic windows	m2	3		
6	Roof arrangement	m2	25		
7	Walls and partitions plastering	m2	45,00		
8	Arranging of monolithic r/concrete floor and steps	m ³	6,00		
9	Cement lining	m2	20,00		
10	Construction waste transportation on 12km	m3	4,2		
	Preliminary estimates of chlorination equipment and pipeline				
11	Arranging of chlorine reservoirs and washstands	set	4		

	Washstand	pcs.	1		
	chlorine pot	pcs.	3		
	Mixer	set	4		
	Siphon	pcs.	4		
12	Arranging of metal pipes	m	48		
	Metal pipe d-25	m	20		
	Metal pipe d-20	m	28		
13	Processing of a priming coat by hand	m3	10		
14	Installation of metal fittings	pcs.	103		
	Fittings	pcs.	103		
15	Dyeing of the pipeline with perchlorovinyl paint	m2	11		
16	Freeze protection wrapping/ insulation of the system parts (above the ground surface) of the system, which are open				
	Sum:				
	Electricity				
1	Installation of cables	m			
	Copper cables 3X2,5	m	1300		
2	Automatic stop switch	pcs.	1,00		
3	Single pole automatic stop switch	pcs.	4		
4	Installation of one-key switches	pcs.	1		
5	Installation of sockets	pcs.	1		
6	Installation of a luminescent illuminator	pcs.	2		
7	Installation of a lampshade type illuminator 2*100vt.	pcs.	5		
	Sum:				
	Total Sum:				

2.3 Rehabilitation of a drinking water system of the village of Efremovka of Ninotsminda municipality

NN	Name of works	Units	Quantity	Unit price	Total
1	2	3	4	5	6
	Arranging and repair of a well				

1	Arranging of a water deep-well pump on plastic pipes d-50	set	2		
2	Processing of a priming coat by hand	m3	500		
3	Pipe laying of a plastic pipe PE-100 SDR11 PN16 d=50 X 4.6 mm	m	50		
5	Backfilling	m3	500		
6	Water resistance testing of the water pipeline	m	1000		
7	Disinfection of the water pipeline by chlorination	m	1000		
8	Valve installation D=50 mm	pcs.	2		
9	Installation of plastic fittings	pcs.	4		
	Tee 50	pcs.	1		
	Elbow 50	pcs.	2		
	Ventouse	pcs.	1		
	Repair of reservoirs				
1	Arranging of a reinforced concrete slab	m3	6,9		
2	Wall plastering and ironing	m2	72,00		
3	Cement lining	m2	30,60		
4	Installation of lids and dyeing	pcs.	2		
5	Installation of metal ladder and dyeing	pcs.	1		
6	Dyeing of metal structures	m2	2,6		
7	Dyeing of metal pipeline	m2	9		
8	Installation of plastic vent pipe	g.m.	6		
9	Installation of plastic fittings	pcs.	32		
	Arranging a deflector on vent pipe	pcs.	2		
	Fittings	pcs.	30		
10	Water resistance testing of the reservoir	m3	100		
11	Disinfection of reservoir by chlorination	m3	100		
	Repair of a gate valve well (reservoir)				
1	Arranging of r/concrete well precast rings	m	1		
2	Processing of a priming coat by hand	m3	7,2		
3	Installation of valves D=70 mm	pcs.	2		

4	Backfilling	m3	3,3		
5	Transportation of excess primer on 12km	m3	4,2		
6	Installation of lids and dyeing	pcs.	1		
	Repairing of headworks of the borewell				
5	Arranging of doors and windows	m2	2,98		
	Metal-plastic doors	m2	1,98		
	Metal-plastic windows	m2	1		
6	Arranging of roofs	m2	10		
7	Walls and partitions plastering	m2	72,00		
9	Cement lining	m2	10,00		
10	Construction waste transportation on 12km	m3	4,2		
	Preliminary estimates of the chlorinator construction				
1	Processing of a priming coat by hand	m3	12,8		
2	Arranging of foundation with M-200 monolithic r/concrete	m3	12,8		
3	Arranging of walls, partitions and parapets	m3	18		
4	Arranging of monolithic r/concrete band	m ³	6,40		
5	Arranging of doors and windows	m2	5,70		
	Metal-plastic doors	m2	2,7		
	Metal-plastic windows	m2	3		
6	Arranging of roofs	m2	25		
7	Walls and partitions plastering	m2	45,00		
8	Arranging of monolithic r/concrete floor and steps	m ³	6,00		
9	Construction waste transportation on 12km	m3	20,00		
10	Construction waste transportation on 12km	m3	4,2		
	estimates of the chlorination technology equipment and pipeline				
11	Arranging of chlorine reservoirs and washstands	set	4		
	Washstand	pcs.	1		
	Chlorine reservoir	pcs.	3		

	Mixer	set	4		
	Siphon	pcs.	4		
12	Arranging of metal pipes	m	48		
	Metal pipe d-25	m	20		
	Metal pipe d-20	m	28		
13	Processing of a priming coat by hand	m3	10		
14	Installation of metal fittings	pcs.	103		
	Fittings	pcs.	103		
15	Dyeing of pipeline with perchlorovinyl paint	m2	11		
16	Freeze protection wrapping/ insulation of the system parts (above the ground surface) of the system, which are open				
	Sum:				
	Electricity				
1	Installation of cables	m			
	Copper cables 3X2,5	m	1300		
2	Automatic stop switch	pcs.	1,00		
3	Single pole automatic stop switch	pcs.	4		
4	Installation of one-key switches	pcs.	1		
5	Installation of sockets	pcs.	1		
6	Installation of a luminescent illuminator	pcs.	2		
7	Installation of a lampshade type illuminator 2*100vt.	pcs.	5		
	Sum:				
	Total Sum:				

Section 6 General Conditions of the Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Bank" means the KfW and refers to the Kreditanstalt für Wiederaufbau (KfW).
- (b) "Contract" means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "Employer's Country" is the country specified in the Special Conditions of Contract (SCC).
- (i) "Employer's" means the entity purchasing the Services, as specified in the SCC.
- (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Contractor under the Contract.
- (k) "SCC" means the Special Conditions of Contract.
- (l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Services to be supplied or execution of any part of the Services is subcontracted by the Contractor.
- (m) "Contractor" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement.
- (n) "The Project Site," where applicable, means the place named in the SCC and where the Works are to be executed and to which Plant and Materials are to be delivered and any other places as may be specified in the Contract as forming of the Site.
- (o) "Contractor's equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However,

Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works

- (p) "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
- (q) "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.
- (r) "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent works and remedying of any defects
- (s) "Works" mean the Permanent and Temporary Works, or either of them as appropriate

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and cancel the contract, and the provisions of Clause 31 shall apply as if such expulsion had been made under Sub-Clause 31.1.

- (a) For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁹ is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"¹⁰ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"¹¹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"¹² is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent,

⁹ "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁰ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹¹ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹² a "party" refers to a participant in the procurement process or contract execution.

coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

3.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Works, then that employee shall be removed.

4. Interpretation

4.1 Except where the context requires otherwise:

- a). words indicating the singular also include the plural and words indicating the plural also include singular;
- b) provisions including the word "agree", "agreement", "agreed" require the agreement to be recorded in writing, and
- c). "written" or "writing" means hand written, type-written, printed or electronically made, and resulting in a permanent record.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

6. Joint Venture, Consortium, or Association

- 6.1 If the Contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

7. Eligibility

- 7.1 The Contractor and its Subcontractors shall have the nationality of an eligible country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Employer's Country, unless otherwise specified in the SCC.

10. Settlement of Disputes

- 10.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after performing of the Works under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

the Employer shall pay the Contractor any monies due the Contractor.

11. Scope of Supply

- 11.1.1 The Works and Service to be performed shall be as specified in the Employer's Requirements (Terms of Reference)

12. Time for Completion

- 12.1 The contractor shall complete the whole of the Works and each Section (if any), within the Time for Completion for the Works or Section as the case may be, including:
- (i) completing all work which is stated in the Contract are being required for the Works or Section to be considered to be completed for the purpose of taking-over under Sub Clause 13.1
- 12.2 Time for Completion must be in accordance with the Delivery and Completion Schedule specified in the Schedule of Implementation.

13. Taking over and documents

- 13.1 The Works or its Section will be accepted only upon signing the Acceptance Act.
- 13.2 The Contractor must inform Employer about partial or final completion of the Works in written. The information about completion of the Works or its Section must be confirmed by Construction Supervisor. Also Construction Supervisor will test the system in operation and its functionality. In case when previously identified defects, which were not remedied by the Contractor, the Works or its Section will not be accepted by the Employer.
- 13.3 For remediation Employer will give reasonable time to Contractor (time will be determined by the Construction Supervisor), but if the defects are not remedied the Employer has right to use penalties as described in Clause 27.
- 13.4 The performing the Works or its part shall be taking over by the Employer when (i) the Works have been completed in accordance with Contract, including the matters described Sub Clause 12.1 and except as allowed in sub-paragraph a below, and (ii) Taking Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub Clause.
- 13.5 After Completion of the works Provisional Acceptance act will be issued. After the expiration of the Warranty-Guaranty period and after remediation of all defects occurred in this period, will be issued Final Acceptance Act.
- 13.6 The document package which Contractor shall present to the Employer is specified in SCC.

14. Monitoring of the Work

- 14.1 Monitoring of the Works and Contractors performance will be conducted by the appointed Construction Supervisor.
- 14.2 Construction Supervisor as well as Employer's representatives has right to conduct Technical Monitoring and/or test the performed Work or its Section, for identifying the compliance of it with the requests of the Contract.
- 14.3 Volumes and values of the performed Works will be determined by the (form 2 which is the list of performed works) and relevant independent expert.
- 14.4 Contractor's Detail Cost breakdown (with list of works quantities, prices) as well as compliance with project, will be examined for identify real volumes and values by independent expert and only on expert's conclusion (positive/satisfying) the Employer will accept the relevant Works. Independent expert will be hired by the Employer.

- 14.5 In case of works executed and submitted in Form 2 (volumes and values) by the Contractor are different from the conclusion of the independent expert, payment will be based according to the lowest price identified in appropriate documents.
- 14.6 If the volumes of works have been changed and was not implemented fully (as it was prescribed by project) the Contractor is obliged to justify such fact in written. Employers will approve such change only upon receiving of appropriate positive conclusion of the Construction Supervisor. In such cases payments will be made based on performed work's volume.

15. Contractor's General Obligations

- 15.1 The Contractor shall execute and complete the Works and Services in accordance to the Contract and shall remedy any defects in the Works and Service.
- 15.2 The Contractor shall be responsible for the adequacy, stability, and safety of all Site operations and of all methods of construction. Except to the extend in the Contract the Contractor shall be responsible for all Contractor's Documents, Temporary Works and such design of each item of Plant and materials as is required for the item to be in accordance with the Contract and shall not otherwise be responsible for the design or specification of the Permanent Works.
- 15.3 The Contractor shall, whenever required by the Employer, submit details of the arrangements and methods which Contractor proposed to adopt for the execution of the Works. No Significant alteration to these arrangements and methods shall be made without having previously agreed with the Employer.
- 15.4 The Contractor shall provide all Works and Services as per GCC Clause 11 and 12.
- 15.5 The Contractor is subordinated to the Construction Supervisor, shall facilitate implementation of his obligation and normal working conditions.
- 15.6 The Contractor on his expense in reasonable time remedies any defect identified by the Construction Supervisor/ Employer.
- 15.7 Contractor prior to using materials shall submit to Employer samples of Materials and all other relevant objects for approving.
- 15.8 Contractor shall set his staff with 70 % by the Georgian Citizens. Priority should be given to the population of the appropriate target villages

16. Contract Price

- 16.1 Prices charged by the Contractor for the Services and Works performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in the SCC.
- 16.2 If any quantities which are set out in Bill of Quantities are not performed or performed in less quantities the Employer will decrease them from the Contract Price. Performance will be checked by the independent Expert as described in GCC 14.

17. Terms of Payment

- 17.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 17.2 The Contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Works performed, and by the documents submitted pursuant to GCC Clause 13.5 and upon fulfillment of all other obligations stipulated in the Contract.

- 17.3 Payments shall be made promptly by the Employer, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Contractor, and after the Employer has accepted it. Full package of documentation needed for payment is given in SCC.
- 17.4 The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the bid price is expressed.
- 17.5 In the event that the Employer fails to pay the Contractor any payment by its due date or within the period set forth in the SCC, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

18. Taxes and Duties

- 18.1 For goods manufactured outside the Employer's Country, the Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Employer's Country.
- 18.2 If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor in the Employer's Country, the Employer shall use its best efforts to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

19. Performance Security

- 19.1 as and if required and specified in the SCC, the Contractor shall, within fourteen (14) working days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 19.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Performance Security shall be valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If will be needed the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 19.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the SCC, or in another format acceptable to the Employer.
- 19.4 The Performance Security shall be discharged by the Employer and returned to the Contractor not later than twenty-eight (28) days following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19.5 Upon the issuance of the Preliminary Acceptance of the Works the Performance Security shall be reduced to 5 (Five) % of the Contract Value covering the Warranty period.

20. Confidential Information

- 20.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data,

and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 20.

- 20.2 The Employer shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Employer or Contractor need to share with the Bank or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Contractor shall not subcontract the whole of the Works.
- 21.2 The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.3 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Works performed under this Contract shall conform to the technical specifications and standards mentioned in Section 5 and, when no applicable standard is mentioned. Works shall be executed according to the national standard as required in Section 5.

23. Security of the Site and Protection of Environment

- 23.1 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

- 23.2 Unless otherwise stated in SCC:
- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
 - b). authorized persons shall be limited to the Contractor's Personnel and Employer's Personnel, and to any other personnel notified to the Contractor, by the Employer and as authorized personnel on Site.
- 23.3 During the execution of the Works the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish.
- 23.4 Upon completion of Works Contractor shall leave the Site in clean and safe condition.

24. Records of the performing

- 24.1 Contractor shall record on daily basis in Journal worked performed, personnel employed and their data, materials used, quality control process and other.

25. Safety Procedures

The Contractors shall:

- a). comply with applicable safety regulations.
- b). take care for the safety of all persons entitled to be on the Site.
- c). use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons.
- d) provide fencing, lighting, guarding, and watching of the Works until completion and taking over under Clause 13.
- e) provide any Temporary Works (including roadway, footway, guards, and fences) which may be necessary, because of the execution of the Works for the use and protection of the public and of owners and occupiers of adjacent land.

26. Warranty

- 26.1 The Contractor warrants that all the Works are performed in accordance with the widely accepted rules and guidelines, and in accordance to Contract. Materials used are in accordance to the requirements and Contract.
- 26.2 Contractor further warrants that the Works shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of Employer.
- 26.3 The Contractor shall insure the goods and works adequately against all risks. The insurance period shall be valid from the start of the works until the Final Acceptance (End of Guarantee Period) of the works.

The insurances, for example but not limited to, shall cover, for example, transport, civil works, plant and machinery, personal injury.

The insurance for civil works and plant and machinery shall specially cover risks resulting from operation of construction sites and the assemble of structures on the basis of a Contractor's All risk Insurance including insurances against damage to persons.

All insurances shall, also, be on full coverage (All Risk) and, where necessary, should include War Clauses (Cargo).

Insurance for extraordinary events, such as war, riot, terrorism, or revolution shall be to the extent possible at reasonable terms and conditions.

Otherwise the project management and the contractor are to reach a settlement on the distribution of such risk in coordination with the KFW.

- 26.4 The Warranty validity period shall be 1 calendar year from the date of the Provisional Acceptance of the Works performed. During this period the Contractor on his expense shall remedy any defects raised. Only upon the remediation of all defects and expiration of the validity period of the Guarantee the Final Acceptance Act will be signed by the parties.
- 26.5 If having been notified, the Contractor fails to remedy the defect within the period specified in the SCC; the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 29, if the Contractor fails to perform any or all of the Works by the Date(s) of delivery specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the unperformed Works for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Clause 31.

28. Change in Laws and Regulations

- 28.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in the place of the Employer's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 16.

29. Force Majeure

- 29.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 29.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30. Extensions of Time

- 30.1 If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely completion of the Works pursuant to GCC Clause 12, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 30.2 Except in case of Force Majeure, as provided under GCC Clause 29, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.

31. Termination

31.1 Termination for Default

- (a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
- (i) if the Contractor fails to perform any or all of the Works within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 30;
 - (ii) if the Contractor fails to perform any other obligation under the Contract; or
 - (iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 31.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Works similar to those not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

31.2 Termination for Insolvency.

- (a) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer

31.3 Termination for Convenience.

- (a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Works that are complete within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Works, the Employer may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously performed by the Contractor.

32. Assignment

32.1 Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 7- Particular Conditions of the Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Employer's country is: Georgia
GCC 1.1(i)	The Employer is: WWF Germany Branch in Georgia and LEPL Agency of Protected Areas
GCC 1.1 (n)	The Project Site(s)/Final Destination(s) is/are: Georgia.
GCC 5.1	The language shall be bilingual: English and Georgian. For purpose of interpretation of the Contract, the English version of the Contract shall prevail.

GCC 8.1	<p>For <u>notices</u>, the Employer's address shall be:</p> <p>WWF Germany's Branch in Georgia, Director Nika Malazonia 11 Aleksidze Str. Tbilisi ZIP Code: 0193 Country: Georgia Telephone: +995 32 223 75 03 Electronic mail address: nmalazonia@wwfcaucasus.org , copy to nkoberidze@wwfcaucasus.org and</p> <p>LELP Agency of protected Area Head of International Relations and Project Management Tamar Kvantaliani 6 Gulua Star, Tbilisi Zip Code: 0114 Country: Georgia Telephone +995 32 275 23 52 Electronic mail address: tkvantaliani@apa.gov.ge</p>
GCC 9.1	The governing law shall be the law of: Georgia
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) Contract with foreign Contractor:</p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>One arbitrator shall be selected by the ICC Frankfurt a.m., Germany, the English language shall be used, place of arbitration shall be Frankfurt a.M., Germany.</p> <p>(b) Contracts with Contractor national of the Employer's country:</p> <p>In the case of a dispute between the Employer and a Contractor who is a national of the Employer's country, the dispute shall be</p>

	referred to adjudication or arbitration in accordance with the laws of the Employer's country.
GCC 12.1	Time for completion is 110 days starting from the signing of the contract, and must be in accordance to time schedule presented by the Contractor and possibly modified/adapted during the contract negotiations.
GCC 17.3	<p>The following documents are required for payment:</p> <ul style="list-style-type: none"> a. proform invoice b. invoice c. Electronic waybill and other payment documents. <p>also</p> <ul style="list-style-type: none"> d. acceptance act of the Works completed e. cost break down of the completed Works f. expert conclusion (positive/satisfying)
GCC 16.1	The prices charged for the Works performed shall NOT be adjustable.
GCC 17.1	<p>GCC 17.1—Advance payment :Twenty (20%) percent of the Contract Price and which will be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount.</p> <p>The first interim payment: Forty (40%)percent of the Contract Price will be paid within 30 days of signing of first interim acceptance act</p> <p>The second interim payment: Thirty (30%) percent of the Contract Price will be paid within 30 days of signing of the second interim acceptance act.</p> <p>Final payment: Ten (10%)percent of the Contract Price will be paid upon preliminary acceptance but subject to the submission of the Performance Bond covering the retention money for the service to be rendered during the warranty period.</p> <p>The existing Performance Bond may then be reduced to 5 (Five) % of the Contract Value (See also Article 19.5 of the General Conditions).</p>
GCC 17.5	<p>The payment-delay period after which the Employer shall pay interest to the Contractor shall be 30 days.</p> <p>The interest rate that shall be applied is 7%. p.a.</p>
GCC 18	Agency of Protected Area is responsible to cover import duties and import taxes or other expenses levied on the import for performance of the works under contract, as well as VAT. For all other amount to be paid to Contractor, are the

(all clauses)	responsibility of WWF Germany Branch in Georgia. Payments of all taxes and duties and other amount will be made in accordance with schedule of SCC 17.1 Sub Clause.
GCC 19.1	A Performance Security shall be required in the amount of 10% of the contract price up to the Preliminary Acceptance of the works and then should be reduced to an amount of 5% of the contract price. The performance bond amounting of 5% shall cover the Warranty Period and shall run from the start of Warranty period until the end of the Warranty Period respectively issuance of the Final Acceptance. The Performance Security shall be provided within 14 days after notification of contract award!
GCC 19.3	The Performance Security shall be in the form and currency as stipulated in Section 8 of the Tender Documents, titled "Contract Forms."
GCC 21	The subcontracting acceptable portion is 30 % of the whole volume of the Contract. The prior consent of the employer to sub-contracting shall not required if the value of the subcontract is less than one percent (1%) of the Accepted Contract Amount
GCC 27.1	The liquidated damage shall be 0.05% per day
GCC 27.1	The maximum amount of liquidated damages shall be 10%.
GCC 26.4	The period of validity of the Warranty shall be 12 months from date of completion of the works on Sites For purposes of the Warranty, the place of final destination shall be Site of the Worked performed
GCC 26.5	The period for repair or replacement shall be 21 days.

Section 8-Contract Forms

8.1 Letter of Acceptance

Tbilisi, _____

To:

Subject: **Notification of Award for Contract No. ICB No.: JNP/W/2013/01**

This is to notify you that your Bid dated xxxxxxxx for execution of **the Rehabilitation of Potable Water System in Support Zone villages of the Javakheti National Park**

for the Accepted Contract Amount of

EURO **xxxxxxx (xxxxxxx GEL) excl. VAT**, taxes, import duties and other possible charges,

as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted.

You are requested to furnish the Performance Security for the Regular Items in the amount of GEL xxxxx within 14 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

.

Authorized Signature:

Attachment: Contract Agreement

8.2 Contract Agreement

THIS AGREEMENT made the day of..... between ***name of the Employer*** (hereinafter “the Employer”), of the one part, and ***name of the Contractor*** (hereinafter “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as ***name of the Contract*** should be delivered by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Services and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a. The Letter of Acceptance
 - b. the Memorandum of Contract Clarifications/Negotiations (if any);
 - c. the Form of Bid;
 - d. the Addenda to the Bidding Document;
 - e. the Minutes of Clarification Meeting;
 - f. the Special Conditions of Contract;
 - g. the General Conditions of Contract;
 - h. the Terms of Reference
 - i. The implementation schedule;
 - j. the filled BOQ;
 - k. any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works/Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works/Services and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Georgia on the day, month and year indicated above.

Signed by

for and on behalf of the Employer

Signed by

for and on behalf the Contractor

8.3 Advance Payment Security

Standard Form of KfW (obligatory for use)

Address of guarantor bank:

.....

Address of beneficiary (contracting agency):

.....

On**Date**.....you concluded with**Contractor**..... ("Contractor") a contract for
"The Rehabilitation of Potable Water System in Support Zone villages of the Javakheti National Park"

At a price of GEL.....

In accordance with the provisions of the contract the Contractor receives an advance payment in the amount of, which represents % of the order value.

We, the undersigned (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of

..... (In words:) against your written declaration that the Contractor has failed to duly perform the aforementioned contract. This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for), account of Ministry of Environmental Protection of Georgia/ LELP Agency of Protected Areas.

This guarantee shall expire no later than *.....

By this date we must have received any claims for payment by letter or encoded telecommunication. It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

.....
 Place, Date

.....
 Guarantor

8.4 Standard Form of a Performance Bond

Address of guarantor bank:

.....

Address of beneficiary (contracting agency):

.....

On..... You concluded with..... ("Contractor") a contract for..... (Project, object of contract) at a price of.....

In accordance with the provisions of the contract the Contractor is obligated to provide a performance bond for ... % of the contract price.

We, the undersigned (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of (In words:)

Against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for account of Ministry of Environmental Protection of Georgia/ LELP Agency of Protected Areas

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

.....

.....

Place, date

Guarantor