



NISPAcee PROJECT “Effective Project Management in the Water Sector in Georgia: Implementation of the EU and EBRD Methodologies”

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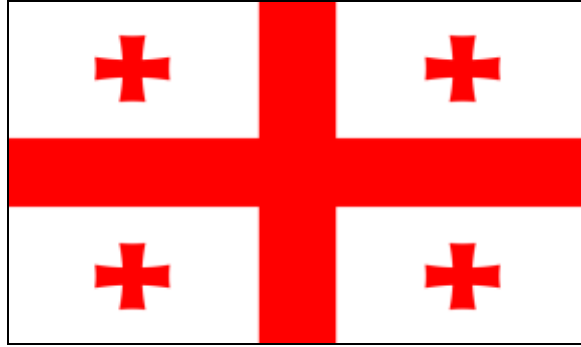
Manual Part A3 - Methodology of projects under the terms of the EBRD

(Works)

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GEORGIA



MUNICIPAL INFRASTRUCTURE PROJECT

**TENDER DOCUMENT
FOR PROCUREMENT - WORKS (EBRD)**

**PROCUREMENT OF:
REHABILITATION AND EXTENSION
OF WWTP, GEORGIA**

MONTH/YEAR

Tender Document for Procurement

Procurement of: REHABILITATION AND EXTENSION OF WWTP, GEORGIA

Issued on: Month/Year

Tender No: < number >

Employer: United Water Supply Company of Georgia

Country: Georgia

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STANDARD TENDER DOCUMENTS

Rehabilitation and extension of WWTP, Georgia

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The Tender

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VOLUME I. i.

INSTRUCTIONS TO TENDERERS

General

1. Scope

- 1.1 The Employer, as defined in the Tender Data, invites tenders for the supply and installation of the Facilities outlined in the Schedule of Requirements and the Technical Specifications in accordance with the procedures, conditions and contract terms prescribed in these tender documents.

2. Source of funds

- 2.1 The Employer intends using part of the proceeds of a loan from the European Bank for Reconstruction and Development (the Bank) for eligible payments under the contract for which this Invitation for Tenders is issued. Payment by the Bank will be made only at the request of the Employer and upon approval by the Bank, in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of the Loan Agreement. The proceeds of the Bank's loan will not be used for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

3. Eligibility and qualification

- 3.1 Subject to paragraph 2.1 above, this Invitation for Tenders is open to tenderers from any country unless specified otherwise in the Tender Data.
- 3.2 To qualify for award of the Contract, the tenderer shall meet the qualifying criteria referred to in the Tender Data.
- 3.3 No affiliate of the Employer shall be eligible to tender or participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control between the Employer and the affiliate.
- 3.4 A firm, its affiliates or parent company which provides consulting services for a project cannot be a supplier of goods or works for such project, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control between the firm providing consulting services and the firm tendering for the supply of goods or works.
- 3.5 A tenderer may submit or participate, in any capacity whatsoever, in only one tender for each contract. Submission or participation by a tenderer in more than one tender for a contract (other than alternatives which have been permitted or requested) will result in the rejection of all tenders for that contract in which the party is involved. However, the same subcontractor may be included in more than one tender.
- 3.6 A tenderer shall not be eligible to participate where it has been determined to have engaged in corrupt, fraudulent, coercive or collusive practices in accordance with sub-paragraph 34.1(c).

4. Cost of tendering

- 4.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Employer will in no case be responsible or liable for these costs.

5. Pre-tender meeting or site visit

- 5.1 The tenderer is advised to attend any pre-tender meeting or site visit scheduled in the Tender Data.
- 5.2 The tenderer is advised to visit and examine the site and surroundings where the Facilities are to be installed and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for supply and installation of the Facilities. The costs of visiting the site shall be at the tenderer's own expense.
- 5.3 The tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, its personnel and agents will release and indemnify the Employer, its personnel and agents from and against all liability in respect thereof and neither the Employer, its personnel or agents will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Tender Documents

6. Contents of tender documents

- 6.1 The tender documents comprise the documents listed below, other documentation or drawings specified in the Tender Data and addenda issued in accordance with paragraph 8.

Invitation for Tenders

- Vol. I. i Instructions to Tenderers
 - .ii Tender Data
 - .iii Tender Form
 - .iv Price Schedules
 - .v Tender Security Form
-
- Vol. II.i General Conditions of Contract
 - .ii Special Conditions of Contract
 - .iii Contract Agreement Form (Appendices)
 - .iv Performance Security Form
 - .v Advance Payment Security Form
-
- Vol. III.i Schedule of Requirements
 - .ii Technical Specifications
 - .iii Drawings and Other Documentation.

- 6.2 The tenderer is expected to examine all instructions, forms, terms, specifications and other information in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in rejection of its tender.

7. Clarification of tender documents

- 7.1 A prospective tenderer requiring any clarification on any aspect of the tender documents may notify the Employer in writing or by fax (hereinafter, "fax" includes cable and telex) at the Employer's mailing address indicated in the Tender Data. All requests for clarification must be received by the Employer no later than twenty-eight (28) days prior to the deadline for the submission of tenders. The Employer will respond in writing to such requests for clarification of the tender documents which it receives. Copies of the Employer's response (including a

description of the enquiry but without identifying its source) will be sent to all prospective tenderers that have received the tender documents.

8. Amendment of tender documents

- 8.1 At any time prior to the deadline for submission of tenders, the Employer may amend the tender documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by fax to all prospective tenderers that have received the tender documents. Prospective tenderers shall immediately acknowledge receipt of any addendum by fax to the Employer and it will be assumed that the information contained therein will have been taken into account by the tenderer in its tender.
- 8.3 To give prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Employer may, at its discretion, extend the deadline for the submission of tenders, as provided for in paragraph 17.2.

Preparation of Tenders

9. Language of tender

- 9.1 The tender and all documents and correspondence relating to the tender shall be in the language of the tender specified in the Tender Data. Any printed literature furnished by the tenderer may be written in another language so long as such literature is accompanied by an accurate translation of its pertinent passages in the language of the tender, in which case, for purposes of interpretation of the tender, the translation shall govern.

10. Documents comprising the tender

- 10.1 A tender submitted in accordance with these Instructions to Tenderers shall comprise the following:
- (a) Tender Form (in the format indicated in Volume I.iii.) duly completed in the manner and detail indicated therein and signed by the tenderer;
 - (b) Attach. 1. Price Schedules (in the format indicated in Volume I.iv.) duly completed by the tenderer in the manner and detail indicated therein and following the requirements of paragraphs 11 and 12;
 - (c) Attach. 2. Power of Attorney duly authorised by a notary public, indicating that the person(s) signing the tender have the authority to sign the tender and thus that the tender is binding upon the tenderer;
 - (d) Attach. 3 Tender Security, furnished in accordance with paragraph 14;
 - (e) Attach 4. Qualification of Tenderer - documentary evidence that the tenderer satisfies the minimum qualifying requirements referred to in paragraph 3.2 and is otherwise qualified to perform the contract if its tender is accepted. Details of the documentation required are specified in the Tender Data;
 - (f) Attach. 5. Conformity of the Facilities - documentary evidence establishing that the facilities to be supplied by the tenderer in its tender or in any alternative tender (if permitted) conform to the tender documents. Details of the documents required are specified in the Tender Data;

- (g) Attach. 6. Subcontractors Proposed by the Tenderer - the tenderer shall include details of all major items of supply or services that it proposes to purchase or subcontract, giving details of the proposed subcontractors for each of these items. Tenderers are free to list more than one subcontractor against each item of the Facilities.

The tenderer shall have been duly authorised by the manufacturer or producer of all subcontracted Plant, Equipment or components to supply and/or install the relevant items in the Employer's country.

The tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of paragraph 3, and that any Plant, Equipment or services to be provided by the contractor comply with the tender documents.

The Employer reserves the right to delete any proposed subcontractor from the list prior to the award of the contract and, after discussion between the Employer and the Contractor, the subcontractors approved for each item shall be identified in an attachment to the Contract Agreement.

- (h) Attach. 7. Deviations - pursuant to paragraph 11.2, any deviations to the tender document requirements shall be listed only in Attach. 7. The tenderer shall also furnish the additional price or saving associated with each such deviation. The attention of the tenderer is drawn to the provisions of paragraph 23.4 regarding the rejection of tenders that are not substantially responsive to the requirements of the tender documents. The Employer reserves the right to accept or reject any deviations.

- (i) Attach. 8. Alternative Tenders - if permitted pursuant to paragraph 10.3 below, tenderers may, in addition to a fully conforming tender, submit an alternative tender. In such cases, tenderers shall submit full details and justifications, etc. for any alternatives submitted, as indicated in paragraph 10.3.

- (j) Attach. 9. Other documentation and information which may be specified in the Tender Data.

10.2 In addition to paragraph 10.1 above, tenders submitted by a joint venture or consortium of two or more firms shall comply with the following requirements:

- (i) the tender shall include all the relevant information as described in paragraph 10.1(e) above for each member firm of the joint venture or consortium;
- (ii) the tender shall be signed so as to be legally binding on all member firms of the joint venture or consortium;
- (iii) one of the member firms of the joint venture or consortium, responsible for performing a key component of the contract, shall be nominated as being in charge; this authorisation shall be evidenced by submitting with the tender a power of attorney signed by legally authorised signatories of all member firms of the joint venture or consortium;
- (iv) the member firm of the joint venture or consortium in charge shall be authorised to incur liabilities and receive instructions for and on behalf of any and all member firms of the joint venture or consortium, and the entire execution of the contract, including payment, shall be done exclusively with the member firm in charge;
- (v) all member firms of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;

- (vi) a copy of the agreement entered into by the member firms of the joint venture or consortium shall be submitted with the tender.

In order for a joint venture or consortium to qualify, each of its member firms or combination of member firms must meet the minimum criteria listed for an individual tenderer for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the tender of the joint venture or consortium.

Pursuant to paragraph. 3.5, a firm can be a member in only one joint venture or consortium; tenders submitted by joint Ventures or consortia including the same member firm will be rejected.

- 10.3 Unless specified otherwise in the Tender Data, tenderers are permitted to propose alternatives with their tender. Requirements for submission of alternatives and consideration of such alternatives by the Employer are prescribed in the Tender Data.

11. Tender prices

- 11.1 Unless specified otherwise in the Tender Data and/or the Technical Specifications, tenderers shall quote for the entire Facilities on a “single responsibility” basis such that the total tender price covers all obligations of the contractor pursuant to or to be reasonably inferred from the tender documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Facilities. This includes all responsibilities of the Contractor for testing, pre-commissioning and commissioning of the Facilities and, where so required by the tender documents, the obtaining of all permits, approvals and licences, etc., operation, maintenance and training services and such other items and services as may be specified in the tender documents, all in accordance with the requirements of the Conditions of Contract.
- 11.2 Tenderers are required to submit a tender fully compliant with the commercial, contractual and technical requirements specified in the tender documents and to quote the price covering all commercial, contractual and technical obligations outlined in the tender documents. If a tenderer wishes to offer a deviation to the tender document requirements, such deviation shall be listed in Attach. 7 of its tender. The tenderer shall also provide the additional price or saving associated with such deviation. The Employer reserves the right to accept or reject any deviations.
- 11.3 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the tender documents, tenderers shall present their prices in the following manner.

Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule (1 to 4) shall be summarised in a Grand Summary (Schedule 5) giving the total tender price(s) to be entered in the Tender Form.

Schedule No. 1 Plant and Equipment (including mandatory spare parts) supplied from abroad

Schedule No. 2 Plant and Equipment (including mandatory spare parts) supplied from within the Employer’s country

Schedule No. 3 Local Transportation

Schedule No. 4 Installation and Other Services

Schedule No. 5 Grand Summary (Schedules Nos. 1 to 4)

Schedule No. 6 Recommended Spare Parts

Plant and Equipment included in Schedules Nos. 1 and 2 above must exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4.

11.4 In the Schedules, tenderers shall provide the required details and a breakdown of their prices as follows:

- (a) Plant and Equipment to be supplied from abroad (Schedule No. 1) shall be quoted on a CIP border point basis or CIP named place and other Incoterms, as specified in the Tender Data, exclusive of any customs duties or other similar import taxes payable on the imported Plant and Equipment.
- (b) Plant and Equipment manufactured or fabricated within the Employer's country (Schedule No. 2) shall be quoted on an EXW basis and shall be inclusive of all costs as well as duties and sales and other taxes paid or payable on components and raw materials incorporated or to be incorporated in the Plant and Equipment.
- (c) Any customs duties or other similar import taxes paid or payable on directly imported components incorporated or to be incorporated in the Plant and Equipment manufactured or fabricated within the Employer's country (Schedule No. 2).
- (d) Local transportation, insurance and other local costs incidental to delivery of the Plant and Equipment to the site (Schedule No.3).
- (e) Installation and other services shall be quoted separately (Schedule No.4) and shall provide for all labour, contractor's Equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the tender documents as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of tenders.
- (f) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

11.5 The terms EXW, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms*, published by the International Chamber of Commerce, Paris.

11.6 Unless specified otherwise in the Tender Data, prices quoted by the tenderer shall be fixed for the time period during which the Contract is performed should it be awarded to the tenderer and shall not be subject to variation for any reason. A tender submitted with an adjustable price quotation which is not consistent with this paragraph shall be treated as non-responsive and rejected.

12. Tender currencies

12.1 Unless specified otherwise in the Tender Data, prices shall be quoted in following currencies:

- (a) For Plant and Equipment covered under paragraph 11.4(a) to be supplied from abroad, the prices may be quoted in any convertible currency or currencies including euro or a combination of these.

- (b) For Plant and Equipment covered under paragraph 11.4(b) to be supplied from within the Employer's country, the prices shall be quoted in the currency of the Employer's country. However, the costs of directly imported components incorporated or to be incorporated in the Plant and Equipment may be quoted in foreign currency, in accordance with the provisions of paragraph 12.1(a).
- (c) Local transportation, insurance and other local costs incidental to delivery of the Plant and Equipment covered under paragraph 11.4(d) shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and in accordance with the provisions of paragraph 12.1(a) and (b).
- (d) Installation and other services covered under paragraph 11.4(e) shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and in accordance with the provisions of paragraphs 12.1(a) and (b).

13. Tender validity period

- 13.1 Tenders shall remain valid for the period specified in the Tender Data after the closing date for the receipt of tenders, pursuant to paragraph 17.1. A tender valid for a shorter period shall be rejected by the Employer as being non-responsive and rejected.
- 13.2 In exceptional circumstances, the Employer may solicit the tenderer's consent to an extension of the tender validity period. The request and responses thereto shall be made in writing or by fax. If a tenderer agrees to extend the period of validity, the Tender Security shall also be extended accordingly. A tenderer may refuse the request without forfeiting its Tender Security. A tenderer granting the request will not be required nor permitted to modify its tender, except as provided in paragraph 13.3.
- 13.3 Where the tender is for a fixed price contract (not subject to price adjustment), if the tender validity period is extended, the amounts payable in both local and foreign currencies to the tenderer selected for award shall be increased by applying the factors specified in the Tender Data to both the local and the foreign currency component of the payments, respectively, for the period of delay beyond the expiration of the initial tender validity up to the time of notification of award. Tender evaluation will be based on the tender prices without considering the above adjustment.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a Tender Security in the amount stipulated in the Tender Data, in the currency of the tender, or in the equivalent amount in a freely convertible currency.
- 14.2 The Tender Security shall, at the tenderer's option, be in the form of a certified cheque, letter of credit or a bank guarantee from a reputable bank located in the Employer's country or abroad. The format of the bank guarantee shall be in accordance with the form of Tender Security included in the tender documents; other formats may be permitted, subject to the prior approval of the Employer. Tender Security shall remain valid for a period of twenty-eight (28) days following the last day of the original tender validity period, and following the last day of any extension of the tender validity period pursuant to paragraph 13.2.
- 14.3 Any tender not accompanied by an acceptable Tender Security shall be treated as non-responsive and rejected. The Tender Security of a joint venture or consortium must be in the name of all member firms of the joint venture or consortium submitting the tender.

- 14.4 The Tender Securities of unsuccessful tenderers will be returned as promptly as possible, but not later than twenty-eight (28) days after the last day of the tender validity period.
- 14.5 The Tender Security of the successful tenderer will be returned when the tenderer has signed the Contract Agreement, and has furnished the required Performance Security.
- 14.6 The Tender Security may be forfeited:
- (a) if the tenderer
 - (i) withdraws its tender during the period of tender validity;
 - (ii) refuses to accept the corrections of computational errors in its tender price, pursuant to paragraph. 23.2; or
 - (iii) invalidates its tender pursuant to paragraph 21.2.
 - (b) in the case of a successful tenderer, if the tenderer fails
 - (i) to sign the Contract in accordance with paragraph 31; or
 - (ii) to furnish Performance Security in accordance with paragraph 32.

15. Format and signing of tender

- 15.1 The tenderer shall prepare an original and the number of copies/sets of the tender specified in the Tender Data, clearly marking each one as “ORIGINAL TENDER”, “COPY NO. 1”, “COPY NO. 2”, etc., as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.
- 15.2 The original and all copies of the tender, each consisting of the documents listed in paragraph 10.1, shall be typed or written in indelible ink and shall be signed by the tenderer or person(s) duly authorised to act on behalf of the tenderer. The latter authorisation shall be evidenced by written power of attorney accompanying the tender and submitted pursuant to paragraph 10.1. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.
- 15.3 Any interlineation, erasures or overwriting shall only be valid if they are initialled by the person or persons signing the tender.

Submission of Tenders

16. Sealing and marking of tenders

- 16.1 The tenderer shall place the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY NO. ___”. These envelopes shall then be sealed in an outer envelope.
- 16.2 The inner and outer envelopes shall be sealed and:
- (a) addressed to the Employer with the address set forth in the Tender Data; and
 - (b) bear the identification specified in the Tender Data.
- 16.3 The inner envelopes shall also indicate the name and address of the tenderer so that the tender can be returned unopened in case it is withdrawn or declared “late”.
- 16.4 If the outer envelope is not sealed and marked as required by paragraph 16.2 above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. If the outer envelope discloses the tenderer’s identity, the Employer will not guarantee the anonymity of the tender submission, but this disclosure will not constitute grounds for rejection of the tender.

17. Deadline for submission of tenders

- 17.1 Tenders must be received by the Employer at the address specified in paragraph 16.2(a), no later than the time and date stated in the Tender Data.
- 17.2 The Employer may extend this deadline for submission of tenders by amending the tender documents in accordance with paragraph 8, in which case all rights and obligations of the Employer and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late tenders

- 18.1 Any tender received by the Employer after the tender submission deadline will be rejected and returned unopened to the tenderer.

19. Modification and withdrawal of tenders

- 19.1 The tenderer may modify or withdraw its tender after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the tender submission deadline.
- 19.2 Modifications of a tender shall be prepared, sealed, marked and dispatched as follows:
- (a) The tenderer shall provide an original and the number of copies specified in paragraph 15.1 of any modifications to its tender, clearly identified as such, in two inner envelopes, duly marking the envelopes as “TENDER MODIFICATIONS - ORIGINAL” and “TENDER MODIFICATIONS - COPIES”. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked as “TENDER MODIFICATIONS”.
 - (b) Other provisions concerning the numbers, marking and dispatch of tender modifications shall be in accordance with paragraph 16.
- 19.3 A tenderer wishing to withdraw its tender shall notify the Employer in writing prior to the tender submission deadline. A withdrawal notice may also be sent by fax, but it must be followed by a signed confirmation copy, postmarked no later than the tender submission deadline. The notice of withdrawal shall:
- (a) be addressed to the Employer at the address specified in paragraph 16.2(a); and
 - (b) bear the Contract name and the words “TENDER WITHDRAWAL NOTICE”. Tender withdrawal notices received after the tender submission deadline will be ignored, and the submitted tender will be deemed to be a validly submitted tender.
- 19.4 No tender may be modified or withdrawn in the interval between the deadline for submission of tenders and the expiration of the tender validity period specified in paragraph 13.1. Withdrawal of a tender during this interval may result in the tenderer’s forfeiture of its Tender Security, pursuant to paragraph 14.6.

Tender Opening and Evaluation

20. Opening of tenders by Employer

- 20.1 The Employer will open all tenders in the presence of tenderers’ representatives who choose to attend the opening at the time, on the date and at the location specified in the Tender Data. The tenderers’ representatives who are present shall sign a register evidencing their attendance.
- 20.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, alternative tender (if any), the presence or absence of required Tender Security and other such details as the Employer, at its discretion, may consider appropriate, will be announced at tender opening. No tender will be rejected at tender opening except for late tenders, which will be returned unopened to the tenderers, pursuant to paragraph 18.1.

20.3 Tender discounts or modifications furnished pursuant to paragraph 19 that are not opened, read out and recorded at tender opening will not be considered for tender evaluation. Withdrawn tenders will be returned unopened to the tenderers.

20.4 The Employer will prepare minutes of the tender opening, including the information disclosed to those present in accordance with paragraph 20.2.

21. Contacting the Employer

21.1 Subject to paragraph 22, no tenderer shall contact the Employer on any matter relating to its tender, from the time of tender opening of tenders to the time the contract is awarded.

21.2 Any effort by a tenderer to influence the Employer's tender evaluation or award decision, including the offering or giving of bribes, gifts or other inducement, may result in the invalidation of its tender and the forfeiture of its Tender Security, pursuant to paragraph 14.6.

22. Clarification of tenders

22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may, at its discretion, ask a tenderer for a clarification of its tender. Such clarification may be requested at any stage up to award of the contract. Requests for clarification and the responses thereto shall be in writing or by fax, and no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of computational errors discovered by the Employer in the examination of the tenders in accordance with paragraph 23.2.

23. Preliminary examination of tenders

23.1 The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required Tender Securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

23.2 Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the tenderer does not accept the correction of errors, its tender will be rejected and its Tender Security may be forfeited.

23.3 The Employer may waive any minor informality, non-conformity or irregularity in a tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any tenderer as a result of the detailed evaluation pursuant to paragraphs 25 and 26.

23.4 Prior to the detailed evaluation pursuant to paragraphs 25 and 26, the Employer will determine whether each tender is of acceptable quality, is complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all terms, conditions and specifications of the tender documents without material deviations, objections or reservations. A material deviation, objection or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the successful tenderer's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other tenderers who are presenting substantially responsive tenders.

23.5 In particular, deviations from, objections to or reservations about critical provisions, such as those concerning Tender Security, Governing Law, Taxes and Duties, Defect Liability, Functional Guarantees, Patent and Indemnity, Limitation of Liability, and related requirements as set forth in

the Tender Data, will be treated as non-responsive. The Employer's determination of the responsiveness of a tender is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 23.6 If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation, objection or reservation.

24. Conversion to single currency

- 24.1 To facilitate evaluation and comparison of tenders, the Employer will convert all tender prices expressed in various currencies into a single common currency as specified in the Tender Data.

25. Technical evaluation

- 25.1 The Employer will carry out a detailed technical evaluation of the tenders not previously rejected as being substantially non-responsive in order to determine whether the technical aspects of such tenders are in accordance with the requirements set forth in the tender documents. In carrying out such technical evaluation, the Employer will examine and compare the technical aspects of the tenders based on the information supplied by the tenderers, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified by the tenderer in its tender and those deviations not so identified; suitability of the Facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the tender. The tender that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected as non-responsive;
- (b) achievement by the Facilities of specified performance criteria;
- (c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (d) any other relevant factors listed in the Tender Data.

- 25.2 Where alternative technical solutions have been permitted and offered by the tenderer, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been permitted but have been offered, they shall be ignored.

26. Commercial evaluation

- 26.1 Comparisons between tenders shall be based on the EXW price of Plant and Equipment offered from within the Employer's country, such price to exclude customs duties and other import taxes paid or payable on directly imported components incorporated or to be incorporated in the Plant and Equipment, and the CIP (border point or named place of destination) price of Plant and Equipment offered from outside the Employer's country; plus the cost of local transportation, all installation and other services to be provided under the contract. The Employer's evaluation will also include the costs resulting from application of the evaluation factors pursuant to paragraph 26.2.

- 26.2 The Employer's evaluation of a tender will take into account, in addition to the tender prices indicated in the Price Schedules, additional evaluation factors as may be specified in the Tender Data.

26.3 Any adjustments in price which result from the application of the above evaluation factors shall be added, for purposes of comparative evaluation only, to arrive at the “Evaluated Tender Price”. Tender prices quoted by tenderers shall remain unaltered.

27. Post qualification

27.1 In the absence of prequalification, the Employer will determine to its satisfaction whether the tenderer selected as having submitted the lowest evaluated responsive tender meets the minimum qualifying criteria specified in paragraph 3.2 and is otherwise qualified to perform the contract satisfactorily.

27.2 The determination will take into account the tenderer’s financial, technical and production capabilities, in particular its contract work in process, future commitments and current litigations. These matters will be assessed based upon an examination of the documentary evidence of the tenderer’s qualifications submitted by the tenderer in its tender, as well as such other information as the Employer deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer’s tender, in which event the Employer will proceed to the next lowest evaluated tender to make a similar determination of that tenderer’s capabilities to perform satisfactorily.

27.4 The capabilities of the vendors and subcontractors proposed in the tender to be used by the lowest evaluated tenderer will also be evaluated. Their participation should be confirmed with a letter of intent or similar documentary evidence. Should a vendor or subcontractor be determined to be unacceptable, the tender will not be rejected, but the tenderer will be required to substitute an acceptable vendor or subcontractor without any change to the tender price.

28. Employer’s right to accept any tender and to reject any or all tenders

28.1 The Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to any tenderer or any obligation to inform any tenderer or tenderers of the grounds for the Employer’s action.

Award of Contract

29. Award criteria

29.1 Subject to paragraph 28, the Employer will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and which has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

29.2 The Employer reserves the right to accept any of the deviations submitted in accordance with paragraph 10.1(h) by the winning tenderer, at the price shown for the deviation in the tender.

30. Notification of award

30.1 Prior to the expiration of the tender validity period, the Employer will notify the successful tenderer in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its tender has been accepted. The notification of award will constitute the formation of the contract.

30.2 As soon as the successful tenderer has furnished the Performance Security pursuant to paragraph 32, the Employer will promptly notify each unsuccessful tenderers and will discharge their Tender Securities, pursuant to paragraph 14.4.

31. Signing of Contract Agreement

31.1 At the same time as the Employer notifies the successful tenderer that its tender has been accepted, the Employer will send the tenderer the Contract Agreement provided in the tender documents, incorporating all terms and conditions agreed between the parties.

31.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful tenderer shall sign and date the Contract Agreement and return it to the Employer.

32. Performance Security

32.1 Within twenty-eight (28) days of receipt of the notification of award, the successful tenderer shall furnish the Performance Security in accordance with the Conditions of Contract, and in the form provided in Volume II.xii. of the tender documents or in another form acceptable to the Employer.

32.2 Failure of the successful tenderer to comply with the requirements of paragraphs 31 or 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Employer may make the award to the next lowest evaluated tenderer or invite new tenders.

33. Alternative Dispute Resolution Procedure

33.1 The Employer proposes that the Adjudicator provided for in the Conditions of Contract shall be appointed in the manner stipulated in the Tender Data.

34. Corrupt, Fraudulent, Coercive or Collusive Practices

34.1 The Bank requires that clients (including beneficiaries of Bank loans), as well as tenderers, suppliers, Contractors, concessionaires and Consultants under Bank-financed Contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means 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) "coercive practice" means 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;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that a tenderer recommended for award has engaged in corrupt, fraudulent, coercive or collusive practices in competing for the contract in question;

(c) will declare a firm ineligible indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that:

(i) the firm has engaged in corrupt, fraudulent coercive or collusive practices in competing for, or in executing, a Bank financed contract; or

(ii) the firm has been found by a judicial process or other official inquiry to have engaged in corrupt, fraudulent, coercive or collusive practices.

34.2 Furthermore, tenderers shall be aware of the provisions stated in Sub-Clauses 9.6 and 42.2.1 (c) of the General Conditions of Contract.

VOLUME I. ii.

TENDER DATA

The following tender-specific data for the facilities to be procured shall amend and/or supplement the provisions in the Instructions to Tenderers. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Tenderers.

Instructions to Tenderers

para. ref.

para. 1.1:	Name of Employer	United Water Supply Company of Georgia, Tbilisi
	Eligibility	Tendering for contract is open to tenderers from any country

para. 3.2: Qualifying requirement

3.2. Qualification Criteria

3.2.1 Eligibility

Tenderers shall meet the eligibility requirements set forth in Clause 3. ITT and Table 2.1 Eligibility in accordance with Attachment 1 (Tenderers Qualifications).

3.2.2 Historical non-performance

A consistent history of historical non-performance and/or litigation awards against the Tenderer or any of a joint venture may result in rejection of the tender.

3.2.3 Financial Situation

3.2.3.1 Historical financial performance

The audited balance sheets for the last **3 (three)** years shall be submitted and must demonstrate the soundness of the Tenderer's financial position, showing long-term profitability. Where necessary, the Employer will make inquiries with the Tenderer's bankers.

Criterion:

The annual operating profit of the Tenderer (in case of a JVCA of Each Partner) must be positive (including all administrative and financial expenditure as well as depreciation according to plan, but excluding extraordinary expenditure and income as well as taxes) for at least **2 (two)** of the previous **3 (three)** financial years.

3.2.3.2 Average Annual Construction Turnover

The Tenderer shall have an average annual turnover (defined as billing for works in progress and completed) over the last **3 (three)** financial years of not less than **2,000,000.00 (two million) EURO** equivalent. In case of a JVCA all Partners combined shall have an average annual construction turnover (defined as billing for works in progress and completed) over the last **3 (three)** financial years of not less than **2,000,000.00 (two million) EURO** equivalent.

3.2.3.3 Financial Resources

The Tenderer shall complete Attachment 1 (Tenderers Qualifications) provided in Volume I.vi., Tender Forms, and demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the construction cash flow for the contract for a period of **4 (four)** months, estimated as not less than **500,000.00 (five hundred thousand) EURO** equivalent, taking into account the applicant's commitments for other contracts.

Total requested credit facilities must meet following criteria:

- for a Single Entity 500,000.00 EURO
- for JVCA
 - Partner of a JVCA min. 15%
 - Leading Partner of a JVCA min. 40% .

3.2.4 Experience

3.2.4.1 General Experience

The Tenderer (in case of a JVCA Each Partner) shall demonstrate experience under contracts in the role of contractor or prime contractor for the last **5 (five)** years prior to the tender submission deadline.

3.2.4.2 Specific Experience

The Tenderer (in case of a JVCA all Partners combined) shall demonstrate that it has successful experience as prime contractor in the execution of at least **1 (one)** project of design and execution of construction of WWTP of a nature and complexity comparable to the proposed contract that have been successfully and substantially completed within the last **5 (five)** years prior to the tender submission deadline, each with a value of at least **1,500,000.00 EURO (one million and five hundred thousand)** (excluding VAT). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described below.

The Tenderer must demonstrate that works and supplies have been done directly by him in position of prime contractor or Leading Partner of JVCA.

The Tenderer must submit Taking Over Certificates or other documents of contractual relevance with clear evidence of (as a minimum) the name of contract, name of prime contractor, construction period, taking over date and final contract price.

3.2.5 Contractor's Personnel

The Tenderer shall provide suitably qualified personnel to fill the following positions. For each position the Tenderer will supply information on a first choice candidate and an alternate, each of whom should meet the experience requirements specified below. Another requirement on Contractor's Staff are listed in **Table 1. - iv) Contractor's Personnel** due to Attachment 2 and Qualification Summary due to Attachment 1., Table 2.5.

3.2.6 Contractor's Equipment

The Tenderer shall own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means), the key items of equipment in accordance with **Table 1. - iii) Contractor's equipment** due to Attachment 2. and Qualification Summary, due to Attachment 1, Table 2.6. in full working order, and must demonstrate that, based on known commitments, they will be available for use in the proposed contract.

The Tenderer may also list alternative equipment which he would propose to use for the contract, together with an explanation of the proposal.

para. 5.1: Pre-tender meeting or site visit <date> at <hour>

6. Contents of tender documents

6.1 The tender documents comprise the documents listed below, other documentation or drawings specified in the Tender Data and addenda issued in accordance with paragraph 8.

Vol. I. Invitation for Tenders

- .i Instructions to Tenderers
- .ii Tender Data
- .iii Tender Form
- .iv Price Schedules
- .v Tender Security Form

Vol. II. Contract

- .i General Conditions of Contract
- .ii Specific Conditions of Contract
- .iii Appendix to Tender
- .iv Contract Agreement
- .v-.xiii Appendices
- .xiv Performance Security Form
- .xv Bank Guarantee Form for Advance Payment

Vol. III. Requirements

- .i Technical Specifications
- .ii Drawings and Other Documentation.

para. 6.1: Other documents comprising the tender documents

The tender are comprising also other tender documents as following:

- i) Manufacturer's authorisation form due to Vol. I.vi.
- ii) Form of Completion Certificate due to Vol. II. xvi.

para. 7.1: Employer's mailing address: United Water Supply Company of Georgia
76b Vazha Pshavela Ave
0186 Tbilisi, Georgia
E-mail:

para. 9.1: Language of tender English

para 10.1 Documentary evidence to be submitted

para. 10.1(e): Documentary evidence of tenderer's qualification

To establish its qualifications to perform the contract in accordance ITT, the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder. Documents of Attachment 1 comprising a part of Supplementary Information due to Volume I.viii.

Attachment 1 - Tenderers Qualifications

- i) Form ELI - 1: Tenderer's Information Sheet
- ii) Form ELI - 2: JVCA Information Sheet
- iii) Form CON - 2: Historical Contract Non-Performance
- iv) Form FIN - 1: Financial Situation
- v) Form FIN - 2: Average Annual Construction Turnover
- vi) Form FIN - 3: Financial Resources
- vii) Form FIN - 4: Current Contract Commitments / Works in Progress
- viii) Form EXP - 1: General Construction Experience
- ix) Form EXP - 2: Specific Construction Experience.

para.10.1(f): Documentary evidence of conformity of Facilities

The documentary evidence of the conformity of the facilities to the tender documents may be in the form of literature, drawings and data, and shall furnish:

- i) a detailed description of the essential technical and performance characteristics of the Facilities;
- ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Facilities for a period of 3 years following Completion of the Facilities in accordance with the provisions of the contract; and
- iii) commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the Facilities to those specifications. Tenderers shall note that the standards for skill, materials and Equipment designated by the Employer in the tender documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive.

A tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantial, equivalent or superior to those designated in the Technical Specifications (Volume III).

para. 10.1(j): Other documentation

The Schedule of Supplementary Information shall accompany, but not form part, of the Tender and is required to be submitted in sufficient detail to demonstrate the Tenderer's capability to perform the Contract.

The Schedule of Supplementary Information shall be submitted using the forms provided in Volume I. viii. of Tender Form, and include the following information:

Attachment 2 - Preliminary Programme

- i) Site organisation and Method Statement
- ii) Mobilisation and Construction Schedules
- iii) Contractor's Equipment
- iv) Contractor's Personnel

Attachment 3 - Other Information

- i) List of proposed Subcontractors
- ii) Details of Proposed Insurer
- iii) Details of Proposed Bank Issuing Performance and Advance Payment Securities

para. 10.3:	Alternative tenders	alternative tenders shall not be permitted
para. 11.6:	Tender prices	The tender price is fixed for the entire time period during which the Contract is performed
para. 12.1:	Tender currency	EUR0
para. 13.1:	Period of tender validity	120 days
para. 14.1:	Tender Security	50,000.00 EURO
para. 15.1:	Number of copies of tender	1 (one) original + 5 (five) copies, electronic versions on CD/DVD (pdf files) 1 (one)
para. 16.2(a):	Address of Employer:	United Water Supply Company of Georgia 76b Vazha Pshavela Ave 0186 Tbilisi, Georgia

E-mail:

para. 16.2(b): Tender identification

The tenderer shall enter the Employer's name and address, the tender identification and the words "DO NOT OPEN BEFORE: <date> at <hour>

para. 17.1: Deadline for submission of tenders < date > at < hour >

para. 20.1: Opening of tenders by Employer <date> at < hour>

para. 24.1: Conversion to common currency EURO

To facilitate evaluation and comparison, the Employer will convert all tender prices into EURO at the selling exchange rate quoted by the Central Bank of Georgia, for similar transactions on <date>

paras 25.1(d) Tender evaluation factors there are no additional evaluation criteria

and 26.2:

para. 33: Appointment of Adjudicator

If, on the day the Contract Agreement is signed, the Employer and the Contractor have not agreed on the appointment of an Adjudicator, the Adjudicator shall be designated by the President of FIDIC or a Person appointed by the President and confirmed in the Special Conditions of Contract at the request of either party. The Adjudicator shall be deemed to be jointly appointed by the Employer and the Contractor.

VOLUME I.iii

TENDER FORM

Date:
Loan/Credit No.:
No.:

Name of Contract: Rehabilitation and extension of WWTP, Georgia

To: United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia

Ladies and/or Gentlemen,

Having examined the tender documents, including Addenda Nos. 1. - 3., receipt of which is hereby acknowledged, we, the undersigned, offer to design, manufacture, test, deliver, install, pre-commission and commission the Facilities under the above-named Contract in full conformity with the said tender documents for the sum of:

.....
(*amount of foreign currency in words - excluding VAT*)

..... (.....)
(*amount in figures - excluding VAT*)

and

.....
(*amount of local currency in words - excluding VAT*)

..... (.....)
(*amount in figures - excluding VAT*)

or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this tender.

We undertake, if our tender is accepted, to commence the Facilities, and to achieve Completion within the times stated in the tender documents.

If our tender is accepted, we undertake to provide an advance payment security and a performance security in the form and amounts, and within the times specified in the tender documents.

We agree to abide by this tender for a period of **120 days** from the date set for submission of tenders as stipulated in the tender documents, and it shall remain binding upon us and may be accepted by you at any time prior to the expiration of that period.

Until a formal Contract Agreement is prepared and executed between us, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest, or any tender you may receive.

Dated this day of 2016

.....
(signature)

In the capacity of

.....
(position)

Duly authorised to sign this tender for and on behalf of

.....
(name of Tenderer)

VOLUME I. v.

TENDER SECURITY FORM

Date:
Loan/Credit No.:
No.:

Name of Contract: Rehabilitation and extension of WWTP, Georgia

To: United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia

WHEREAS (*name of tenderer*) (hereinafter called “the tenderer”) has submitted its Tender dated (*date of tender*) for the performance of the above-named Contract (hereinafter called “the Tender”)

KNOW ALL PERSONS by these present that WE (*name of bank*) of (*address of bank*) (hereinafter called “the Bank”), are bound unto United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia (hereinafter called “the Employer”) in the sum of:

< sum > **EURO (in words EURO)**

for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these present.

Signed on behalf of the said Bank this day of2016

THE CONDITIONS of this obligation are:

1.If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer in the Tender Form, or

2.If the tenderer, having been notified of the acceptance of its Tender by the Employer during the period of tender validity:

a) fails or refuses to sign the Form of Contract Agreement when required, or

b) fails or refuses to issue the performance security in accordance with the tender documents,

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*the date 28 days after the period of tender validity*), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

.....
(signature)

.....
(signature)

.....
(title)

.....
(title)

The Tender Security Form should be on the letterhead of the Bank and should be signed by a person competent and having the power of attorney to bind the Bank. It should be included by the tenderer in its tender.

VOLUME I. vi.

MANUFACTURER'S AUTHORISATION FORM

(date)

TO: *(Name of the Employer)*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorise *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you for the above goods manufactured by us.

We hereby extend our full Defects Liability as per Clause 11 [Defects Liability] of the General Conditions of Contract for the goods offered for supply by the above firm in response to this Invitation for Tenders.

.....
(signature for and on behalf of Manufacturer)

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the tenderer in its tender.

VOLUME I. vii.

LETTER OF ACCEPTANCE

(date)

TO: (Name of successful tenderer)

(Address of successful tenderer)

This is to notify you that your tender dated (*enter date*) for the execution of the “Rehabilitation and extension of WWTP, Georgia” for the Contract Price of (*amount in numbers and words, and name of currency*) or equivalent thereof, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are hereby required:

- a) to submit the performance security (*specify as provided in the tender documents*)
- b) sign the attached Contract Agreement and return (*specify as provided in the tender documents*);and
- c) to commence performance of the said contract in accordance with the Contract Documents.

Authorised Signature.....

Name and Title of Signatory.....

Name of Agency.....

Attachment: Contract Document

STANDARD TENDER DOCUMENTS

Rehabilitation and extension of WWTP, Georgia

Volume I. iv.

Price Schedules

VOLUME I. iv.

PRICE SCHEDULES

PREAMBLE

General

1. The price schedules are divided into separate schedules according to Clause 11.3 of ITT.
2. The Schedules do not generally give a full description of the Plant and Equipment to be supplied and the services to be performed under each item. Tenderers shall be deemed to have read the Technical Specifications and other volumes of the tender documents and to have reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
3. If tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tender documents prior to submitting their tender.
4. The Price Schedules shall be read in conjunction with the several documents forming the Contract including General Conditions of Contract, Conditions of Particular Application, Schedules, Appendices, Drawings, Annexures and Addendums.
5. The rates and prices entered in the priced Price Schedules according to Clause 11.4 of ITT shall, unless expressly stated otherwise in the Contract, include for the comprehensive costs of carrying out the work in accordance with the requirements of the Contract including without limitation for all Contractor's Equipment, labor, materials, setting-out, trials, obtaining approvals, erection, Temporary Works, work of rectification, supervision, maintenance, insurance, profit, taxes and duties, together with the costs of all risks, liabilities and obligations that are set out in or can reasonably be inferred from the Contract and including the rectification of any defects during the Defect Liability Period.
6. A rate of unit price shall be entered against each item in the Price Schedules, whether quantities are stated or not. The cost of items against which Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedules.
7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Price Schedules and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Price Schedules.
8. The completed work based on measurement shall be approved in accordance with the following requirements due to actual quantity supplied or work done. The Project Manager shall agree or determine the value of those parts of works, which are to be measured. Measurement shall be made of the net actual quantities of those works notwithstanding local practice.

Wherever any Permanent Works are to be measured by records, they shall be prepared by the Contractor. The Contractor shall examine and agree the records with the Project Manager.

Whenever the Project Manager requires any part of the Works to be re-measured, reasonable notice shall be given to the Contractor, who shall:

- (i) promptly either attend or send another qualified representative to assist the Project Manager in making measurement, and
- (ii) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the re-measurement made by (or on behalf of) the Project Manager shall be accepted as accurate.

Pricing

9. Prices shall be entered in indelible ink, and any alterations necessary due to errors etc. shall be initialled by the tenderer.

As specified in the Tender Data, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance Contract Agreement.

10. Tender prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Tenderers in the tender documents.

For each item, tenderers shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules for each item shall be for the scope covered by that item as detailed in the Technical Specifications, Drawings or elsewhere in the tender documents.

11. Where there are discrepancies between the total of the amounts in the column for the price breakdown and the amount in the column for the total price, the former shall prevail and the latter will be corrected accordingly.

Where there are discrepancies between the total of the amounts of Schedules 1 to 4 and the amount given in Schedule 5 (Grand Summary), prices will be adjusted in accordance with Paragraph 23. of the Instructions to Tenderers.

Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

12. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
13. Items left blank will be deemed to have been included in prices for other items. The total for each schedule and the total of the Grand Summary shall be deemed to be the total price for executing the Facilities and sections thereof in complete accordance with the Contract, whether or not each individual item has been priced.
14. When requested by the Employer for the purposes of making payments or part payments, calculating variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

VOLUME I. iv.

PRICE SCHEDULES

The Schedules according to separate folder

VOLUME I. viii.

SCHEDULE OF SUPPLEMENTARY INFORMATION

We acknowledge that this Schedule of Supplementary Information accompanies our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract.

Schedule of Supplementary Information consist of the following information:

- a) Attachment 1 - Tenderers Qualifications**
 - i) Form ELI - 1: Tenderer's Information Sheet
 - ii) Form ELI - 2: JVCA Information Sheet
 - iii) Form CON - 2: Historical Contract Non-Performance
 - iv) Form FIN - 1: Financial Situation
 - v) Form FIN - 2: Average Annual Construction Turnover
 - vi) Form FIN - 3: Financial Resources
 - vii) Form FIN - 4: Current Contract Commitments / Works in Progress
 - viii) Form EXP - 1: General Construction Experience
 - ix) Form EXP - 2: Specific Construction Experience

- b) Attachment 2 - Preliminary Programme**
 - i) Site Organisation and Method Statement
 - ii) Mobilisation and Construction Schedules
 - iii) Contractor's Equipment
 - iv) Contractor's Personnel

- c) Attachment 3 - Other Information**
 - i) List of Proposed Subcontractors
 - ii) Details of Proposed Insurers
 - iii) Details of Proposed Bank Issuing Performance Securities.

Note: All forms shall be signed by the person(s) authorized to sign the Tender.

VOLUME I. viii.

ATTACHMENT 1 - TENDERERS QUALIFICATIONS

Form ELI - 1: Tenderer’s Information Sheet

1.1.1.1.1 Tenderer’s Information	
Tenderer’s legal name	
In case of JVCA, legal name of each partner	
Tenderer’s country of constitution	
Tenderer’s year of constitution	
Tenderer’s legal address in country of constitution	
Tenderer’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT, Clause 3.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JVCA named in above, in accordance with ITT 10.2.</p> <p><input type="checkbox"/> 3. In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITT 10.2.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITT, Clause 3.</p>	

Form ELI - 2: JVCA Information Sheet

Each member of a JVCA must fill in this form

1.1.1.1.2 JVCA / Specialist Subcontractor Information	
Tenderer's legal name	
JVCA Partner's or Subcontractor's legal name	
JVCA Partner's or Subcontractor's country of constitution	
JVCA Partner's or Subcontractor's year of constitution	
JVCA Partner's or Subcontractor's legal address in country of constitution	
JVCA Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT, Clause 3. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITT 10.2. <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 ITT, Clause 3. 	

Form CON - 2: Historical Contract Non-Performance

[The following table shall be filled in for the Tenderer and for each partner of a Joint Venture]

Tenderer's Legal Name: _____
 Date: _____
 Joint Venture Party Legal Name: _____
 Tender Ref. and title: _____
 Page _____ of _____ pages

Non-Performing Contracts in accordance with Tender Data, Para 3.2 (Qualifying requirement), Clause 3.2.2.			
<input type="checkbox"/> Contract non-performance did not occur during the 5 years specified in Attachment I - Tenderers Qualification Criteria, Table 2.2., Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed during the 5 years specified in Attachment I - Tenderers Qualification, Table 2.2., Sub-Factor 2.2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, EURO equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Tender Data, Para 3.2 (Qualifying requirement), Clause 3.2.2.			
<input type="checkbox"/> No pending litigation in accordance with Attachment I - Tenderers Qualification Criteria, Table 2.2., Sub-Factor 2.2.2.			
<input type="checkbox"/> Pending litigation in accordance with Attachment I - Tenderers Qualification Criteria, Table 2.2., Sub-Factor 2.2.2.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, EURO equivalent)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Form FIN - 1: Financial Situation

Each Tenderer or member of a JVCA must fill in this form

Information from Balance Sheet

Financial Data for Previous 3 Years [EURO Equivalent]		
2015	2014	2013

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Tenderer or partner to a JVCA, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

Each Tenderer or member of a JVCA must fill in this form

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency	Exchange Rate	EURO Equivalent
2015			
2014			
2013			
Average Annual Construction Turnover			

The information supplied should be the Annual Turnover of the Tenderer or each member of a JVCA in terms of the amounts billed to clients for each year for work in progress or completed, converted to EUROS at the rate of exchange at the end of the period reported.

Form FIN - 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Tender Data, Para 3.2 (Qualifying requirement), Clause 3.2.3.3.

Financial Resources		
No.	Source of financing	Amount (EURO equivalent)
1		
2		
3		
4		

Note: For each source of financing add a *Confirmation of Credit Facilities* signed by your bankers:

Confirmation of Credit Facilities

We _____ declare that we are willing to offer banking facilities in favour of _____ (*the name of the Tenderer*) for the sum of at least * _____ **EURO** (*in words* _____) relating to the execution of Works on the project

Bank seal

Place & date

Name and signature of Bank's representative

* total requested credit facilities must meet criteria stated in Table 2.3, Clause 2.3.3, *Financial Resources*, for a Single Entity (500,000.00 EURO), Partner of a JVCA (min. 15% = 75,000.00 EURO) or Leading Partner of a JVCA (min. 40% = 200,000.00 EURO)

Form FIN - 4: Current Contract Commitments / Works in Progress

Tenderers and each partner to a JVCA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current EURO Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [EURO/month]
1.					
2.					
3.					
4.					
5.					

Form EXP - 1: General Construction Experience

Each Tenderer or member of a JVCA must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Tenderer	Role of Tenderer

Form EXP - 2: Specific Construction Experience

Fill up one (1) form per Contract

Contract of Similar Size and Nature			
Contract No of . .	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	EURO		
If partner in a JVCA or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with criteria due to Table 2.4., Clause 2.4.2 of Tenderers Qualifications			

2. QUALIFICATION SUMMARY

Factor	Table 2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.1.1 Government Owned Entity	<i>Compliance with conditions of ITT, Clause 3.</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Form ELI - 1 and 2 with attachments</i>
2.1.2 Bank Ineligibility	<i>Not having been declared ineligible by the Bank as described in ITT 4.4.</i>	<i>Must meet requirement</i>	<i>JVCA must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Application Submission Sheet & Letter of Tender</i>
2.1.3 Government Owned Entity	<i>Compliance with conditions of ITT 4.5</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Form ELI - 1.1 and 1.2, with attachments & Letter of Tender</i>
2.1.4 Ineligibility based on a United Nations resolution or Borrower's country law	<i>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 ITT 4.7</i>	<i>Must meet requirement</i>	<i>JVCA must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Application Submission Sheet & Letter of Tender</i>

Factor	Table 2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
				All partners combined		Each partner
2.2.1 History of non performing contracts	<i>Non-performance of a contract did not occur within the last 5 (five) years prior to the deadline for tenders submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the Tenderer have been exhausted.</i>	<i>Must meet requirement by itself or as partner to past or existing JVCA</i>	<i>N/A</i>	<i>Must meet requirement by itself or as partner to past or existing JVCA</i>	<i>N/A</i>	<i>Form CON - 2</i>
2.2.2 Pending Litigation	<i>All pending litigation shall in total not represent more than 20 percent (20 %) of the Tenderer's net worth and shall be treated as resolved against the Tenderer.</i>	<i>Must meet requirement by itself or as partner to past or existing JVCA</i>	<i>N/A</i>	<i>Must meet requirement by itself or as partner to past or existing JVCA</i>	<i>N/A</i>	<i>Form CON - 2</i>

Factor	Table 2.3 Financial Situation					
Sub-factor	Criteria					Documentation required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium, Association			
All partners combined			Each Partner	At least one partner		
<p>2.3.1. Historical Financial Performance</p>	<p><i>Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Employer, for the last 3 (three) years to demonstrate the current soundness of the Tenderers financial position and its prospective long term profitability.</i></p> <p>Criterion: <i>The annual operating profit of the Tenderer (in case of a JVCA of Each Partner) must be positive (including all administrative and financial expenditure as well as depreciation according to plan, but excluding extraordinary expenditure and income as well as taxes) for at least 2 (two) of the previous 3 (three) financial years.</i></p>	<p><i>Must meet requirement</i></p>	<p><i>N / A</i></p>	<p><i>Must meet requirement</i></p>	<p><i>N / A</i></p>	<p><i>Form FIN - 1 with attachments</i></p>

<p>2.3.2. Average Annual Construction Turnover</p>	<p><i>Minimum average annual turnover of the Tenderer (in case of a JVCA all Partners combined must meet requirement) of 2,000,000.00 (two million) EURO, calculated as total certified payments received for contracts in progress or completed, within the last 3 (three) financial years.</i></p>	<p><i>Must meet requirement</i></p>	<p><i>Must meet requirement</i></p>	<p><i>N/A</i></p>	<p><i>N/A</i></p>	<p><i>Form FIN - 2</i></p>
<p>2.3.3. Financial Resources</p>	<p><i>The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, to meet: the following cash-flow requirement:</i></p> <p>500,000.00 (five hundred thousand) EURO <i>and the overall cash flow requirements for this contract and its current commitments.</i></p>	<p><i>Must meet requirement</i></p>	<p><i>Must meet requirement</i></p>	<p><i>Must meet at least 15 % of the requirement</i></p>	<p><i>Must meet at least 40 % of the requirement</i></p>	<p><i>Form FIN - 3 Form FIN - 4</i></p>

Factor	Table 2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
				All partners combined	Each partner	At least one partner
2.4.1. General Experience	<i>Experience under contracts in the role of Contractor or Prime Contractor for the last 5 (five) years prior to the tender submission deadline.</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Form EXP - 1</i>
2.4.2. Specific Experience	<p><i>Participation as <u>prime contractor</u> in the execution of at least 1 (one) project of design and execution of construction of WWTP of a nature and complexity comparable to the proposed contract that have been successfully and substantially <u>completed</u> within the last 5 (five) years prior to the tender submission deadline, each with a value of at least 1,500,000.00 EURO (excluding VAT).</i></p> <p><i>The similarity shall be based on the physical size, complexity, methods/technology or other characteristics. The Tenderer must demonstrate that works and supplies have been done directly by him in position of prime contractor or Leading Partner of JVCA.</i></p> <p><i>The Tenderer must submit Taking Over Certificates or other documents of contractual relevance with clear evidence of (as a minimum) the name of contract, name of prime contractor, construction period, taking over date and final contract price.</i></p>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	<i>Form EXP - 2</i>

Factor	Table 2.5 Contractor's Personnel						Documentation required
	Criteria						
Sub-factor	Requirements		Tenderer			Single Entity	
			Joint Venture, Consortium, Association				
	Total Works Experience (years)	Similar Works Experience (years)	Leading Partner	Each Partner	All partners combined		
Contractor's Representative <i>The proposed person shall be an Employee of the Tenderer</i>	10	5	Must meet requirement	N/A	N/A	Must meet requirement	As per Tender Data, Para 3.2, Clause 3.2.5
Site Manager <i>The proposed Site Manager shall be employee of the Tenderer and shall bear with Georgian or any other Eligible country licences to perform engineering works</i>	5	3	Must meet requirement	N/A	N/A	Must meet requirement	As per Tender Data, Para 3.2, Clause 3.2.5
Land Surveyor <i>The proposed person shall bear with a Georgian or any other Eligible country licence to perform land surveying</i>	5	3	Must meet requirement	N/A	N/A	Must meet requirement	As per Tender Data, Para 3.2, Clause 3.2.5
Construction Engineer <i>The proposed person shall bear with a Georgian or any other Eligible country</i>	5	3	Must meet requirement	N/A	N/A	Must meet requirement	As per Tender Data, Para 3.2, Clause 3.2.5

<i>licence in the subject of the Tender</i>							
Electrical Engineer <i>The proposed person shall bear with a Georgian or any other Eligible country licence in the subject of the Tender</i>	5	3	<i>Must meet requirement</i>	N/A	N/A	<i>Must meet requirement</i>	<i>As per Tender Data, Para 3.2, Clause 3.2.5</i>
Designer of WWTP <i>The proposed Designer shall bear with a Georgian or any other Eligible country licence in the subject of the Tender</i>	5	3	<i>Must meet requirement</i>	N/A	N/A	<i>Must meet requirement</i>	<i>As per Tender Data, Para 3.2, Clause 3.2.5</i>

Factor	Table 2.6 Contractor's equipment					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
Excavators	<i>Minimum Number required 3</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	<i>As per Tender Data, Para 3.2., Clause 3.2.6.</i>
Transport vehicles	<i>Minimum Number required 5</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	<i>As per Tender Data, Para 3.2., Clause 3.2.6.</i>
Vibratory plate	<i>Minimum Number required 5</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	<i>As per Tender Data, Para 3.2., Clause 3.2.6.</i>
Trench sheeting	<i>Minimum Number required 5</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	<i>As per Tender Data, Para 3.2., Clause 3.2.6.</i>

ATTACHMENT 2 - PRELIMINARY PROGRAMME

i) SITE ORGANISATION AND METHOD STATEMENT

The Tenderer shall provide general description of the arrangements and method statement which the Tenderer intends to adopt for the execution of the Works. The Tenderer's arrangements and method statement should demonstrate their adequacy for satisfactory execution of the Works in conformity with the Tender Document.

In case of a JVCA, as part of the Method Statement, the Tenderer shall fill in the following table including information on the parts of Works that will be carried out by each partner of the JVCA.

Name of partner in JVCA	Description of works to be carried out	Estimated value in EURO	% of Accepted Contract Amount
Leading Partner:			<i>(min. 40%)</i>
Partner 1:			<i>(min. 15%)</i>
Partner 2:			<i>(min. 15%)</i>
Etc.			<i>(min. 15%)</i>
Accepted Contract Amount / %		<i>fill in value</i>	<i>* fill in total %</i>

* min. 70% of Accepted Contract Amount for a JVCA

ii) MOBILISATION AND CONSTRUCTION SCHEDULES

The Tenderer shall provide information and/or schedule showing the order in which the Tenderer intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract including but not limited to:

- a) mobilisation of the Contractor's Plant and Equipment;
- b) execution of each key construction activity including anticipated construction rates and estimated timing for commencement and completion;
- c) details relating to the sources of the key materials, estimated transportation distances for the materials;
- d) other information as the Tenderer deems relevant or appropriate.

iii) CONTRACTOR'S EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Volume I, Attachment 2 (Preliminary Programme). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible.

Fields with asterisk (*) shall be used for evaluation.

In case of a JVCA the form shall be submitted for each partner of the JVCA.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

iv) CONTRACTOR'S PERSONNEL

The Tenderer shall provide suitably qualified personnel to fill the following positions. For each position the Tenderer will supply information on a first choice candidate and an alternate, each of whom should meet the experience requirements specified below.

Other requirements on Contractor's staff are listed in **Tender Data, para. 3.2., Clause 3.2.5** and below.

Table 1 - Contractor's Personnel

No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)
1.	Contractor's Representative The proposed person shall be an Employee of the Tenderer	10	5
2.	Site Manager The proposed Site Manager shall be employee of the Tenderer and shall bear with Georgian or any other Eligible country licences to perform engineering works	5	3
3.	Land Surveyor The proposed person shall bear with a Georgian or any other Eligible country licence to perform land surveying	5	3
4.	Construction Engineer The proposed person shall bear with a Georgian or any other Eligible country licence in the subject of the Tender	5	3
5.	Designer of WWTP The proposed Designer shall bear with a Georgian or any other Eligible country licence in the subject of the Tender	5	3
6.	Electrical Engineer The proposed person shall bear with a Georgian or any other Eligible country licence in the subject of the Tender	5	3

Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Tender Data. The data on their experience should be supplied using the Form below for each candidate.

In case of a JVCA the form shall be submitted for each partner of the JVCA.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

ATTACHMENT 3 - OTHER INFORMATION

i) LIST OF PROPOSED SUBCONTRACTORS

Where the Tenderer proposes to use a named subcontractor (s) for the execution of any part of the Works, the Tenderer shall provide the following information for each proposed Subcontractor:

- name, head office address; place of incorporation / registration; year of incorporation / registration and contact details;
- brief description and the estimated value of the part of the Works, which is intended to be subcontracted;
- description of the capability and resources of the named Subcontractor (s) to perform the proposed part of the Works including:
 - (a) experience and past performance on the execution of similar works;
 - (b) capabilities with respect to personnel, equipment, and construction; and
 - (c) financial position
- appropriate justification of the need for the use of the proposed Subcontractor for the execution of the Works.

In case of a JVCA the form shall be submitted only once for the whole JVCA (not for each partners of the JVCA).

Name of Subcontractor	Description of works to be carried out	Estimated value in EURO	% of Accepted Contract Amount
Total value / %		fill in value	* fill in total %

* max. 40 % of the Accepted Contract Amount

ii) DETAILS OF PROPOSED INSURER (S)

The Tenderer shall provide name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract and described in Volume II. (Contract), Appendix 3. (Insurance Requirements).

iii) DETAILS OF PROPOSED BANK ISSUING PERFORMANCE SECURITY

The Tenderer shall provide the name and the address of the issuing bank, which will provide the Performance Security. The Tenderer shall also provide information about the current credit rating of the issuing bank by Moodys or Standard & Poors or other rating agencies.

STANDARD TENDER DOCUMENTS

Rehabilitation and Extension of WWTP, Georgia

Volume II The Contract

VOLUME II. i.

GENERAL CONDITIONS OF CONTRACT (GCC)

United Water Supply Company of Georgia

[name of Employer]

Rehabilitation and extension of WWTP, Georgia

[name of Contract]

The Conditions of Contract for Plant and Design-Build: **General Conditions of Contract for electrical and mechanical Plant, and Building and Engineering Works, designed by the Contractor**, Part A shall be those forming Volume II. i of the “Conditions of Contract for Construction”, 1st edition 1999 prepared by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC).

These Conditions are subject to the variations and additions set out in Volume II. ii hereof entitled “Part B: **Particular Conditions of Contract**” (PCC).

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003

And the FIDIC official web site

WWW.FIDIC.ORG

VOLUME II. ii.

PARTICULAR CONTRACT CONDITIONS II.

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1. General Provisions

1.1 Definitions

1.1.1 The Contract

1.1.1.5 Substitute the word “specification” with the word “Specification” in this Sub-Clause.

1.1.2 Parties and Persons

1.1.2.11 “Bank” means the financing institution named in the Appendix to Tender.

1.1.2.12 “Borrower” means the person named as the borrower in the Appendix to Tender.

1.1.6 Other Definitions

1.1.6.2 Delete the text of Sub-Clause and replace with:

“Country” means Georgia, where the Site is located and where the Permanent Works are to be executed.

1.1.6.3 Subject to prior notification, the Employer’s Equipment may include items owned by other entities in the Country.

1.1.6.5 Delete the text of Sub-Clause and replace with:

"Laws" means the Laws of any national, state, local or municipal legislature in Georgia, or of any other Competent Authority, including all Laws, acts, judgments, statutes, rules, regulations, ordinances, orders, decrees, injunctions, governmental authorizations, requirements of applicable permits and any agreements, decisions, acts, instructions, requirements, directions and notifications of any competent or other Competent Authority or Court or Tribunal or Arbitrator having jurisdiction over the matter in question, including those related to taxes, assessments, expropriation and duties, or authoritative interpretation, as amended, modified, enacted, reinterpreted or revised from time to time hereafter.

1.1.6.7 Add to the end of the sentence:

“Site” means the lands and other places where in the Works are proposed to be constructed whether through, upon, underneath, or

inside such lands and places and shall also comprise lands and other places furnished by the Employer for the execution of this Contract. It also comprise any other place mentioned or designated in the Contract as a part of the Site in accordance with any coordination made with municipal and official authorities, as well as any other place which may be agreed upon by the two parties to form part of the Site during the execution of the Works; the Site may be a road course, or public or private land which is not the property of the Employer.

The Contractor shall not carry out Works thereon, without first obtaining a permit and coordinating with the relevant authorities, with the assistance and knowledge of the Employer.

Add new Definitions as following:

- 1.1.6.10 "Notice of Dissatisfaction" means the notice given by either Party to the other under the Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision] indicating its dissatisfaction and intention to commence the Arbitration.
- 1.1.3.10 "Performance Guarantee Tests" means all operational checks and tests required to determine and demonstrate the guaranteed performance parameters of the equipments / units / Plant.
- 1.1.3.11 "Trial Operation" means the period of 30 (thirty) days continuous operation at various operating modes.
- 1.1.6.11 "Contract Master Schedule" shall mean the schedule detailing how the principal elements of the Works will be completed. This schedule will reflect the key dates as shown on the Time Programme, and shall be revised by the Contractor as necessary to reflect how the Works will proceed.
- 1.1.6.12 "Good Industry Practice" shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced Contractor, equipment Manufacturer or Operator applying the Standards generally adopted by global Contractors, global equipment Manufacturers and Operators in the construction or operation of Plants or the manufacture of equipment therefore, except in so far as inconsistent with any applicable Georgian Law or Directive.
- 1.1.6.13 "Comparable products and materials" have the same value, are in compliance with Employer's requirements, have the same acquisition costs, same material, physical, construction, utility and operating-technical characteristics considering their lifetime, and the same operating costs as far as their whole lifetime maintenance is concerned.

1.1.6.14 By “defect” is understood a deflection from the quality, extent or parameters of the Work set by this Contract and generally obligatory technical standards and regulations, or a deflection from the general standards of construction operations in Georgia accepted by construction companies.

By “serious defects” are meant Works and supplies that are inconsistent with anticipated characteristics of the Works or their parts, and/or Works and supplies that prevent or significantly compound their anticipated use for the purpose specified in the Technical Specifications of the Contract.

“Serious irremediable defects” are those which are impossible to remedy or those which remedies require inadequately high costs or will cause significant limitation of smooth and uninterrupted operation of the completed construction of the Plant or his parts.

1.1.6.15 "Applicable Permits" means all permits, licenses, authorizations, consents, decrees, waivers, privileges, acknowledgements, concessions, approvals, rulings, decisions and visas from, filings with or applications submitted to, any Competent Authority or Court or Tribunal of competent jurisdiction necessary from time to time for or in relation to the performance of the Works, including as detailed in GCC and PCC.

1.1.6.16 “Technical Specification” shall mean the document, setting out a description and specification of the Works and statement of the technical and other standards to which the Works are to be performed including any modifications thereto made in accordance with the Contract Conditions.

1.2 Interpretation

Add at the end of the Sub-Clause:

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be 5% (one-twentieth) of this Cost.

1.5 Priority of Documents

Remove the list of documents from (a) to (h) and substitute:

The order of priority shall be as set forth in the Contract Agreement.

1.6 Contract Agreement

Add at the end of the Sub-Clause:

Charges (if any) imposed by the Law in connection with entry into the Contract Agreement shall be borne by the Contractor.

1.12 Confidential Details

Replace Sub-Clause:

The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party.

However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

Add at the end of the Sub-Clause:

If changes or new applicable Laws or standards come into force in the country after the Base Date, the Contractor shall give notice to the Employer and - if appropriate submit proposals for compliance.

In the event that:

- i) the Employer determines that compliance is required, and
- ii) the proposals for compliance constitute a Variation, then the Employer shall initiate a Variation under the Clause 13 [Variations and Adjustments].

1.14 Joint and Several Liability

Add at the end of the Sub-Clause:

- d) The Lead Partner shall be authorised to receive instructions for and on behalf of all partners, individually and collectively, and the Lead Partner shall be responsible for execution of the Contract including payments;
- e) The Lead Partner shall perform not less than 40% of the value of the Works by his own Personnel and equipment;
- f) The composition or the constitution of the joint-venture shall not be altered without prior consent of the Employer.

1.15 Inspections and Audit by the Bank

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

2 The Employer

2.2 Permits, Licences or Approvals

Replace Sub-Clause b) with following:

i) General permits concerning the Works required from relevant national or local authorities shall be obtained by the Contractor after providing all necessary documentation under the Clause 5 [Design]. Such permits include inter alia permits for traffic diversions, route permits, permits for radio communication, and permits for relocation of public utilities etc. The Employer and the Contractor together shall draw up a schedule for the submission of fully documented requests for permits to carry out the Works.

The cost of any delays suffered by the Contractor due to the late issue of any permits referred to in this paragraph to carry out the Works, shall be borne by the Contractor himself if the delay is due to the Contractor or to delivering authorities,

ii) The Contractor shall comply with the requirements of such permits described in this Sub-Clause and shall give the issuing authority full opportunity to inspect and examine the Works. Furthermore, he shall allow the authority to participate in testing and checking procedures, which shall not relieve the Contractor of any of his responsibilities under the Contract.

3 The Engineer

3.1 Instructions of the Engineer

Add at the end of the Sub-Clause:

Notwithstanding the obligation, as set out above, to obtain the Approval, if, in the opinion of the Employer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such Work or to do all such things as may, in the opinion of the Employer's Representative, be necessary to abate or reduce the risk.

The Employer's Representative shall determine an addition to the Contract Price, in respect of such instruction, in accordance with the Clause 13 [Variations and Adjustments] and shall notify the Contractor accordingly.

4 The Contractor

4.1 Contractor's General Obligations

Add at the end of the Sub-Clause:

The Contractor is obliged to carry out this Contract in accordance with provisions of Law on Architectural activities No. 3323 from 1998 y., Construction Norms and regulations, another Laws and respective By-Laws, which are in force in Georgia. Among other requirements, the Contractor shall obtain a certified licence issued in Georgia before executing the Works under this Contract.

Foreign companies, prior to execution of any Work, must register their Branch Offices in Georgia and shall submit its registration to the Employer's Representative.

The Contractor shall provide on Site at his own expense water, electricity, telephone and all other fees required to execute the Works. Where main supplies are not available on Site, the Contractor shall provide a generator with suitable capacity, and

water tanks of suitable sizes and with the required petrol, diesel or gas for their operation.

The Contractor shall provide every assistance to the Employer's Representative and his Staff in carrying out their duties and shall provide Personnel to assist the checking, testing, sampling, setting out, levelling, and measurement of the Works together with a sufficient supply of pegs, poles, paint, line levels and other materials and small tools required for the checking, setting out and measurement of the Works.

The Contractor shall also provide for the Employer and his Staff such waterproof clothing, safety helmets, rubber boots, lights and the like as may reasonably be required by them under the Annex 20 (Site Yard Facilities). These articles shall remain the property of the Contractor, and shall be repaired and replaced by him to the extent necessitated by fair wear and tear.

The costs for the above assistance shall be included in the Contract Price.

4.2 Performance Security

Replace the second paragraph of this Sub-Clause:

The Contractor shall deliver the Performance Security to the Employer by the Commencement Date under the Annex 15 (Performance Security).

The Performance Security shall be in a form of an original bank guarantee issued by a reputable bank operating in the Country of the Employer or by a foreign bank through a co-operating bank in the Country of the Employer or, subject to the Approval of the Employer, directly by a foreign bank.

4.3 Contractor's Representative

Add at the end of the Sub-Clause:

If the Contractor's Representatives, Site Managers and/or Designers or any other person under the Annex 28 (Key Personnel Template) are not fluent in the language for communications defined in the Sub-Clause 1.4 [Law and language], the Contractor shall make competent interpreters available during all working hours on the Site in a number deemed sufficient by the Employer.

4.4 Subcontractors

Add at the end of the Sub-Clause:

Add at the end of item b): "The Employer's consent shall be given within 14 (fourteen) days."

Add at the end of the Sub-Clause:

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for Contractors from the Country to be appointed as Subcontractors or to employ locally acquired Staff to the greatest possible extent. However, the total aggregate value of the Work subcontracted shall not exceed the amount stated in the Tender. The maximum amount of Work to be carried out by Subcontractors is limited to 30%.

Subcontractors are obliged to carry out parts of the Works in accordance with provisions of Urban Planning Code, Construction Norms and regulations, Building Law and respective By-Laws which are in force in Georgia. Among other requirements, Subcontractors shall obtain certified licences issued in Georgia before executing the Works under this Contract. Foreign companies, acting as Subcontractors, prior to execution of any Work, must register their Branch Offices in Georgia and shall submit their registration to the Employer 's Representative.

The Contractor shall present the List of Subcontractors under the Annex 24 (List of Subcontractors for Design Works) and the Annex 23 (List of Subcontractors for Works) before execution any part of Works.

The Employer's Representative may withdraw his consent whenever the Work done by a Subcontractor does not comply with the Contract.

4.7 Setting Out

After the first paragraph add:

Throughout the execution of the Works, the Contractor shall continuously keep an experienced surveyor on the Site to perform and/or supervise the setting out and other survey Works. The instruments used by the Contractor shall be of a make and type suitable for the tasks to be performed and faultless in the technical condition and adjustment. They shall be subject to the Approval by the Employer. The Employer may check the setting out at any stage and the Contractor shall keep site books, plans and other records to facilitate such checks.

The Contractor shall provide at his own cost geodetic measurements of all related Works in a form of Geodetic Drawings. The drawings shall be handed over in 3 (three) soft copies (reproducible) in a paper form and 3 (three) hard copies on a data carrier - CD. The geodetic measurements shall be performed by licensed Engineer. The geodetic measurements, technical documentation and execution of the geodetic Works shall be provide in accordance with the local Law on State Surveying and Cadastre and other related local Decrees and regulations.

4.8 Safety procedures

At the end of item a) add:

“and provide and up-date a safety plan to the Employer not later than 14 days prior to the Commencement Date of the Works.

The Contractor shall present a complete HES Program under the template in details and under the Annex 32 (Requirements on HES Program)”.

4.10 Site Data

Add at the end of the Sub-Clause:

If the information from the Employer is available only in the language of the Country, the Contractor shall provide the necessary translation for his interpreting and use of the information.

After receiving such Site data, the Contractor has 20 (twenty) days to check the data. In the event the Contractor finds out any discrepancy or errors he should give written notice to the Employer. In the event no notices are delivered to the Employer within 20 (twenty) days from providing of Site data, such data shall be deemed to be approved by the Contractor provided that the Contractor is responsible for the accuracy, sufficiency, completeness, verifying or interpreting of such data.

By signing of the Site Inspection Protocol protocol in a form and manner stated in the Annex 21 (Site Inspection Protocol) the Contractor confirms that he received all necessary information concerning risks, unforeseen and all other circumstances which can affect the cost or terms of Works performance, surveyed and studied Works Site or Works venue and the territories adjoining to it and found a place of Works suitable for performance according to the present Contract.

4.10 Sufficiency of the Contract Price

Add at the end of the Sub-Clause:

The Contractor confirms that the Contract Price includes but is not limited to:

- cost of installation and construction Works;
- cost of materials and equipment;
- Detail Design Works (civil Works, installation of process equipment);
- arrangement of temporary power supply from the points of connection located on the Site;
- arrangement of temporary offices and warehouses (cabins);
- dismantling, special, auxiliary, accompanying, and other Works;
- performance of the Work according under the Annex 7 (Time Program), requirements of the Contract;
- overhead, transportation and other expenses, profit, unforeseen expenses, expenses on loading and unloading;
- all expenses of the Contractor on compensation, material resources;
- expenses on operation of construction vehicles, mechanisms, load-lifting equipment;
- additional expenses at Works in winter time;
- costs of temporary buildings, constructions and premises;
- machines, mechanisms, equipment, designs, materials, tools and other, necessary for performance of Works;
- all bank expenses and the commissions, all tax payments connected with implementation of this Contract;
- registration and permissions for the Personnel, necessary for performance of Works, a uniform, means of individual protection;
- fire-prevention actions, actions for environmental protection and observance of safety measures at the workplaces of Contractors;
- cleaning of the Site, collecting garbage in bags, removal the garbage in containers during the certain periods of time agreed with the Employer
- cleaning of temporary offices and warehouses (cabins), collecting and removal of garbage in containers;
- final wet cleaning of objects (if applicable);
- mobilization and demobilization;

- the demanded guarantees and Services;
- costs of preparation of as-built documentation, including all necessary acts, certificates and certificates, including on formation of folders of as-built documentation for authorities of construction supervision;
- costs of carrying out tests of concrete, foundations bases, tests and measurements of electric equipment and electric installations, cable netting, systems of automation, system of ventilation and smoke removal, fire alarm system, etc., individual and complex test of the specified equipment and systems;
- providing information and documents to all controlling state official bodies;
- all the Contractor's obligations under the Contract;
- remedying defects cost;
- registration of Contractor's branch in Georgia;
- other Works and Services which are directly or indirectly connected with execution of obligations under this Contract by the Contractor.

4.12 Unforeseeable Difficulties

Add at the end of the Sub-Clause:

The geological and geotechnical investigation has been carried out by the Employer in a form of soil investigation, which is a part of the Annex 4 (Technical Specifications). The Contractor has before execution of Works proof the Site conditions under the Annex 21 (Site Inspection Protocol).

Information derived from the Specifications and any other pertinent document will not relieve the Contractor from any risk, or from properly making additional investigations, such as soil investigations, as he may elect, or from properly fulfilling all the terms of the Contract.

The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions encountered, as to the character, quality, and quantity of Works to be performed, and the materials to be furnished, and as to the requirements of the Contract.

4.14 Avoidance of Interference

After item b) add the following item c):

c) where closure of a public road is required under the Contract, the Approval of the responsible authority is required before such closure can take place. The Contractor shall provide the responsible authority, not less than 14 (fourteen) days before the planned closure of the road, his proposal on how the Work shall be undertaken, public traffic will be detoured, and the time for its completion. The Employer shall approve the Contractor's proposal, or seek amendments in order to ensure compliance with this Sub-Clause and local regulations.

4.16 Transport of Goods

Add at the end of the Sub-Clause:

The Contractor shall follow the Employer's instructions for the packing and forwarding of all related equipment, materials and goods to the Site under the Annex 33 (Requirements on Packing, Forwarding and Shipment).

The Contractor shall include and provide for securely protecting and packing the equipment so as to avoid damage in transit and the Contractor shall be responsible for all losses or damages caused or occasioned by any defect in the packing. All equipments shall be packaged in accordance with packing specifications as approved by the Employer.

All equipment and parts shall be appropriately protected against the damage arising from exposure to moisture, heat, light or vibration during transit and storage as dictated by the nature of the equipment, the journey to Site and the storage available on Site. The Employer will take no responsibility for any damage done to the equipment enroute to the "site of work" or "place of delivery" whichever may occur due to the packing being faulty. Special packing with identification marks on packages should be provided for fragile materials. The identification marking indicating the name and address of the consignee shall be clearly marked by indelible ink on two opposite sides and on top of each of the packages. In addition, the Contractor shall include in the marking, gross and net weights, outer dimensions and cubic measurements.

Each bale or package shall be accompanied by a packing note (list) quoting specifically the name of the Contractor, the number and date of the Contract, the name of the office placing the Contract, nomenclature of contents and any other information reasonably required by the Contractor to effectively handle each bale or package i.e. Reference Nos.

Dimensions of each package shall not exceed the maximum dimensions of packages that can be accepted for transport over the "broad gauge system" of the railways concerned.

Notification of delivery or dispatch after obtaining Employer's Approval to this effect in regard to each and every consignment shall be made to the Employer immediately after dispatch or delivery. The Contractor shall further supply to the consignee a priced invoice and packing account of all stores, containers, bundles and loose materials forming part of each and every consignment which shall be described fully in the packing account, and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

The Contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him on Site. The Contractor shall make suitable security arrangements including employment of Security Personnel to ensure the protection of all materials, equipment and Works from theft, fire, pilferage and any other damages and losses. All materials of the Contractor shall enter and leave the Site with the written permission of the Employer in the prescribed manner.

4.18 Protection of the Environment

Add at the end of the Sub-Clause:

The Contractor shall comply with all applicable Laws of the Country with respect to all measures, operations and administrative steps required for the full protection and safeguarding of the environment including sewage disposal, waste disposal, air pollution, noise reduction and nuisance, fire fighting precautions.

The Contractor shall not release, or permit to be released into the air, water and land area at or in the vicinity of the Site any toxic or harmful effluent or substance, and shall indemnify the Employer against any Claims or liability arising from any breach of this obligation.

4.21 Progress Reports

Add at the end of the Sub-Clause:

i) the Employer's Representative and the Contractor shall meet at times scheduled by the Employer's Representative on a weekly basis to discuss the status of Contractor's performance of this Contract. This weekly Progress Meetings shall be attended by the Contractor's Representative and Representatives of the Employer.

The agenda for such meetings shall cover a review of progress attained, a review of schedules and Plants for future activities, the status of Staffing, engineering, safety, equipment, material, supply, payments, current and anticipated difficulties, interface with other Contractors - if any, Claims and other pertinent topics.

The Minutes of the Meetings shall be prepared by the Employer and shall be issued to all parties within 3 (three) days after the meeting for previous clarifications by electronic means.

Further ad-hoc meetings will be held if needed. Time and place of these meetings shall be mutually agreed taking into consideration the subject to be discussed.

Additionally Progress Report requirements are listed in the Annex 35 (Progress Report Requirements).

4.23 Contractor's Operations on Site

Add at the end of the Sub-Clause:

No important operation of any kind, especially cutting through or closing existing roads, the Work adjacent to public utilities shall be carried out without the written consent of the Employer. The Contractor shall apply to the Employer in writing for such consent at least 14 (fourteen) days prior to the proposed start of such operations.

It shall include with the application full details of the operation, the programme, together with the major items of the Plant to be employed and also enclose copies of all necessary permits obtained in accordance with Sub-Clause 1.13.

The Employer shall collect and remove from the Site any Employer's Equipment which is no longer required for the execution of the Works and the Employer shall do so within 21 (twentyone) days of receipt of the Contractor's notice.

The Contractor will organize collecting and disposal of the construction wastes and garbage which are formed during installation and construction Works on the Site. The Contractor defines places of collecting garbage and construction wastes on the Site. The Contractor undertakes to carry out independently primary garbage and waste collecting and its stowing into his containers. All wastes which are formed during installation and construction Works is the property of the Contractor and have to be taken out on utilization or placement at his expense including transport costs and environmental fees.

The Contractor shall have total responsibility for protecting its Works till it is finally taken over by the Employer. No Claim will be entertained by the Employer for any damage or loss to the Contractor's Works and the Contractor shall be responsible for the complete restoration of the damaged Works to its original condition to comply with the Technical Specifications and drawings.

4.24 Fossils

Add at the end of the Sub-Clause:

In accordance with the Law of Georgia any items found are the property of Georgia. The Contractor shall pass over any items to the Georgian authorities as directed by the Employer.

4.25 Existing Services

Add new Clause:

The Contractor shall acquaint himself with the position of all existing services such as sewerage, water supply, telecommunications, electricity, and gas before any excavation or other Work likely to affect those Services is commenced. Prior to commencement of the Works the Contractor shall request in writing the owners or operators of all buried services to locate these services.

The Contractor shall be liable for any damage of any kind caused by him or his Subcontractors in the execution of the Works, and must make good such damage at his own expense and to the satisfaction of the Employer. The Contractor is required to make all necessary arrangements and fulfil the requirements of the relevant local authorities and owners/operators for the removal, diversion or reinstatement of all services as agreed with or instructed by the Employer. The costs of these Works shall be borne by the Contractor.

4.26 Site Diary

Add new Clause:

The Contractor shall be responsible for keeping his construction documentation on the Site in accordance with the Georgian Law on architectural activities No. 3323 from 1998 y.

The Contractor shall be inter alia responsible for keeping a Site Diary on the Site which shall contain day-to-day information about the operations carried out by the Contractor. Entries into the Site Diary shall be made on a daily basis by the Contractor including all important data of the Work carried out and the progress

made, data on the Contractor's Personnel, Plant and Machinery employed by the Contractor, observations made by the Contractor and alike.

The Contractor is obliged to enter into the Site Diary any remarks made by the Subcontractors on the progress of the Work on the Site. This Site Diary is made out by the Contractor agreed by the Representative of the Construction Control in Georgia assigned to object and transferred to the Employer with full sets of original copies of documents. The Site Diary of the performed Works signed by the Employer has to be constantly on the Site together with as-built documentation.

The Site Diary shall be made in at least 2 (two) copies of which 1 (one) copy shall be made available to the Employer at the end of every day.

However, entries into the Site Diary do not relieve the contractual Parties from complying with the requirements of the Sub-Clause 1.3 [Communications].

4.27 Technical Standards and Regulations

Add new Clause:

The Contractor's Design, the Contractor's Documents, the execution and the completed Works shall comply with the Technical Standards of the European Community (EN) as well as with the standards, building and environmental Laws applicable in Georgia and other standards specified in the Technical Specifications, applicable to the Works, or defined by the applicable Georgian Law.

The Law shall, in respect of the Works, be that prevailing when the Works are taken over by the Employer under the Clause 10 [Employer's Taking Over]. References in the Contract to published standards shall be understood to be references to the edition applicable on the Base Date, unless stated otherwise.

5 Design

5.1 General Design Obligations

Add new Sub-Clause:

The Contractor must ensure that all Design Works and Documents shall be designed to comply with all relevant rules and regulations, especially with the Law of Georgia on architectural activities No. 3323 from 1998 y. inter alia due to regulations regarding authority's Approvals and all relevant and valid Amendments on this Law.

Design Works shall be prepared by qualified designers who are Engineers or other professionals who comply with the criteria stated in the Employer's Requirements. Unless otherwise stated in the Contract, the Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer and design Subcontractors. All designers shall have a valid licence for Design Works in accordance with the related Law No. 3323.

The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the required Design Works. The Contractor undertakes that the designers shall be available to attend discussions with the

Engineer at all reasonable times, until the expiry date of the relevant Defects Notification Period.

Designers shall be permitted to engage and/or use third party designers or other service providers as independent Contractors in connection with the Services (“Design Subcontractors”). Notwithstanding, the Contractor shall remain fully responsible for such Design Subcontractor’s compliance with the terms and conditions of this Contract.

The Contractor’s Documents shall comprise the technical documents specified in the Employer’s Requirements, documents required to satisfy all regulatory Approvals, and the documents described in the Annex 19 (List of Documents for Approval or Review). Unless otherwise stated in the Employer’s Requirements, the Contractor’s Documents related to Design Works shall be written in the language for communication defined in the Clause 1.4 [Law and Language] and due to the local Laws and regulations written also in the language used in the Country.

Sheet sizes shall be in accordance with international sizes unless otherwise agreed by the Employer. The choice of scale will depend on the kind of drawings and/or details to be presented.

The entire Works shall be designed and constructed in the metric system. Drawings, components, dimensions and calibrations shall be in the metric system and the units adopted shall be generally in accordance with the International System of Units.

The Employer shall not be responsible for any error, inaccuracy or omission of any kind in the documents, data or information provided to the Contractor. In the event the Contractor finds out any discrepancy or errors, he should give written notice to the Employer. In the event no notices are delivered to the Employer within 20 (twenty) days from providing of the documents, data or information, they are deemed to be approved by the Contractor and the Contractor becomes fully responsible for the accuracy, sufficiency, completeness, verifying or interpreting. The revision of the Design Works will be organised by the Employer.

All submitted drawings and calculations shall be clearly rubber stamped by the Contractor as “DRAWINGS FOR APPROVAL”. The final version of drawings and documents after check out and Approval by the Employer will be stamped by him as “APPROVED DRAWINGS”.

5.2 Contractor’s Documents

Add new Sub-Clauses as following:

Basic Design Drawings

Based on Employer’s and relevant authorities approved preliminary study/study, the Contractor shall prepare a Basic Design Drawings so that specification, scope and details based on the Georgian Law No. 3323 dated in 1998 y. with respect to the

general technical requirements for construction and other applicable and related legislative and administrative regulations and standards in Georgia.

Prior to submission of the Basic Design to local authorities, the Contractor submits 2 (two) copies of the documentation to the Employer to obtain his written Approval.

The Contractor shall discuss the Basic Design with all relevant local authorities to obtain their Approval and construction permit.

In the event that with regard to the requirements of local authorities or other entities it will be necessary to divide related drawings and documentation to more parts or Approval procedure will require more construction permits, these shall be provide by the Contractor without affecting the Time for Completion and Contract price.

The Basic Detail Drawings shall be handed over in 6 (six) soft copies (reproducible) in a paper form and on a data carrier 2 (two) pcs hard copies - CD in standard formats MS Office and/or AutoCAD, version min. 2010 y. in dwg formats (dxf), PDF, Word and Excel.

Detail Design Drawings

On the basis of Basic Design Drawings the Contractor shall prepare project documentation for building construction so that breakdown, scope and details based on the Law No. 3323 dated in 1998 y. in compliance with the general requirements for construction, and other applicable and related legislative and administrative provisions in force, and binding technical standards and regulations in Georgia.

The Detail Design Drawings shall reflect the requirements of the related authorities issued by a valid construction permit and all from the Employer required design changes, generally applicable technical mandatory or recommended standards for the construction with regard to the construction and technical materials used, especially with regard to the efficient lifetime operation.

Each design documentation shall bear a serial number and any changes in the drawings shall be indexed "1 - n", describing the changes, the date of its execution and the signature of the designer. The Contractor shall maintain and update records of all project drawings, which will be available at the Employer's Representative.

The Detail Design Drawings in accordance shall be handed over to the Employer in 6 (six) soft copies (reproducible) in a paper form and on a data carrier 3 (three) hard copies - CD in standard MS Office and/or AutoCAD, version min. 2010 y. in dwg formats (dxf), PDF, Word and Excel. Any extra copy of the technical or other documentation must be pre-approved by the Employer.

5.4 Technical Standards and Regulations

Add new Sub-Clause:

The Design Works and the Contractor's Documents shall comply with the technical standards BS, BS:CP, and DIN, building, construction and environmental Laws and other standards specified in Employer's Requirements, applicable to the Design Works, or defined by the applicable Law of Georgia No. 3323 dated in 1998 y.

If necessary, equivalent National Standards may be substituted for the Standards referred to in the Specifications provided, the Contractor shall have justified such substitution to the Engineer and only after written Approval has been received from the Engineer.

The Contractor shall keep on Site at least 1 (one) copy of each of the relevant Standards, Codes, Manuals or approved National Standards which are referred to in the Specifications as well as material supplied.

5.5 Training

The Training of the Employer's Staff shall be prepared and executed under the Annex 36 (Training of the Employer's Staff).

5.6 As-Built Documents

Add following Sub-Clauses:

As-built Drawings shall be made in compliance, the scope and the level due to the Law No. 3323 from 1998 y. All As-built documentation shall be handed to the Employer both as hard copies and in digital format in the numbers and in line with the requirements stipulated below.

After completion of Works, the Contractor shall handed over to the Employer 6 (six) soft copies (reproducible) in a paper form of the complete project documentation for the construction, and on a data carrier 3 (three) hard copies - CD in standard MS Office and/or AutoCAD, version min. 2010 y. in dwg formats (dfx), PDF, Word and Excel.

The final version of As-built Drawings shall be approved by the Employer prior to issuing of the Taking-Over Certificate in accordance with the Clause 10.2 [Taking over of Parts of the Works].

5.7 Operation and Maintenance Manuals

Add following Sub-Clause:

The Maintenance and Operation Manuals (M&O Manuals) shall be handed over in the language of the Contract as well as in the local language in 2 (two) soft copies (reproducible) and on a data carrier 2 (two) hard copies - CD in standard MS Office and/or AutoCAD, version min. 2010 y. in formats PDF, Word and Excel. The Manuals defines the requirements and procedures for the effective operation, maintenance and decommissioning of the Plant.

Based on As-built drawings under the Sub-Clause 5.6 [As-build Documents], comprehensive M&O Manuals shall be prepared by the Contractor under the Annex 25 (Requirements on Maintenance and Operation Manuals).

Add following new Clauses:

5.9 Drawings on Site

One copy of all drawings and documents relating to the Works shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for

inspection and use by the Engineer, who shall have the right at all reasonable times to inspect at the premises of the Contractor or any of his Subcontractors all drawings of and all documents relative to the Works or any part thereof.

5.10 General Requirements on Design Works, Force Majeure

The Contractor agree the design documentation, written documentation and photos to archive for a period of 5 (five) years from the time of obtaining final building permit.

The Contractor shall notify the Employer in writing within 4 (four) weeks from the Contract Date the names, addresses and telephone numbers of his Representatives responsible for Design Works, the designers and Subcontractors.

In the event that any of the procedures proposed by the Employer will be in breach of technical or other standards and regulations, the Contractor shall, at such a contradiction Employer attention and provide an alternative solution, which is the technical or other standards and regulations consistent and maximally reflects the requirements of the Employer. For all related Design Works Conditions of a Georgian Law on Copyright and related rights No. 2112 from 1999 y. shall be taken into consideration.

The Contractor shall inform the Employer in advance of any negotiations with all parties to administrative proceedings (including pre-meeting, kick-off meeting) and all the concerned authorities and the Employer is obliged to issue a relevant Power of Attorney for this purpose. The Contractor agrees to inform the Employer regularly of the progress and status of negotiations and handling matters in question with the relevant government authorities, organizations and local entities in the building permit procedure in the form of a written report at 14-days periods (especially building permits, changes in the documentation).

All information, data, drawings and documents prepared by the Contractor for performing the Services and Works subject of the Contract shall be deemed as the exclusive property of the Employer, copyrights included. The Contractor may not use them, except in the connection with performance of Services and Works. All information, data, drawings and documents of the Employer that may be in the possession of the Contractor or with which it is acquainted, shall remain the exclusive property of the Employer. The Contractor may not use them except for performing Services and Works subject of the Contract.

With the exception of the prior written Approval of the Employer, the Consultant shall include in the Contracts with its Design Subcontractors a provisions stating that they have to do their best themselves at any time whether before or after performing the Services and Works, or after termination of the Contract, not to use or disclose to anyone any data, drawings, documents or any other information of any kind and in any manner, whether written or oral that may be in their possession or to which they are privy, or whatever is related to the Contract or Services or to the Works or work secrets, transactions, deals or affairs of the Employer.

The Contractor shall not be deemed in breach of this Contract regarding Design Works if the Contractor is unable to complete the Services or any portion thereof by

reason of fire, earthquake, labor dispute, act of God or public enemy, death, or any local, state, federal, national or international Law, governmental order or regulation or any other event beyond the Contractor's control under the Clause 19. [Force Majeure] of GC.

The Employer shall prepare, organise and maintained all procedures in connection with easements for construction yards related with construction Works, as well as all procedures regarding to cadastre office in accordance with local Laws. The Employer shall ensure all necessary building permits as well as appropriate settlement of the land ownership and potential purchase of land, including its permanently or the temporary occupation.

5.11 Server Management & Operation

The Contractor shall provide delivery, installation, configuration, adaption, maintenance and operation of the exchange server (ODOT FTP server, StorageGRID or similar) for the data storage, especially for drawings, documentation and as a storage management for back up, working under Microsoft environments (Active Directory, Exchange, file and print services under Windows 2010). The server shall have the restricted authenticating access with certified security components, passwords and users IDs separate for the Employer and the Contractor and appropriate capacity and storage system with the plugin system.

The server shall ensure non-AutoCAD users an on-line access to the drawing files and shall protect the original DWG files from unauthorized changes. Installed software shall encrypt each file on the server due to restricted access of users and ward against unauthorized recipients opening them. The access and usage rights shall be managed during the whole Time for Completion by the Contractor.

6 Staff and Labour

6.1 Engagement of Staff and Labour

Add at the end of the Sub-Clause:

The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of Work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity / paternity or holiday).

The Contractor is encouraged, to the extent practicable and reasonable, to employ a Staff and labour with appropriate qualifications and experience from sources within the Country.

6.2 Rates of Wages and Conditions of Labour

Add at the end of the Sub-Clause:

Where the Contractor is the party to a collective agreement or is otherwise bound by it, the Contractor shall comply with its terms and conditions.

Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by the national Law be permitted

without the expressed permission of the worker concerned. Deductions must never lead to an Employee receiving less than the applicable minimum wage.

All workers shall be provided with clearly understandable verbal and written information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid in legal tender in full, on time and directly to the workers concerned. The Contractor shall maintain records of all payments and deductions made.

Add at the end of the Sub-Clause:

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

6.4 Labour Laws

Add at the end of the Sub-Clause:

The Contractor shall ensure that obligations to Staff and labour under labour, health and safety and social security Laws and regulations arising from the employment relationship shall not be avoided through the use of labour-only contracting arrangements.

6.5 Working Hours

Add at the end of the Sub-Clause:

Hours of Work shall comply with applicable Laws, collective agreements, and industry standards. Overtime shall be voluntary wherever possible, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

6.6 Facilities for Staff and Labour

Add at the end of the Sub-Clause:

Where the Contractor provides the living accommodation for workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. The accommodation shall comply with national legislation and, where possible, follow the International Good Practice.

The Contractor shall ensure that worker's freedom of the movement to and from the accommodation is not unduly restricted.

6.7 Health and Safety

Add at the end of the Sub-Clause:

The Contractor shall provide the Employer with a written Health and Safety Policy and a project-specific Health and Safety Plan before the commencement of the Work. The Plan shall include details of the Contractor's HES management system, including the Contractor's plans to manage and monitor the health and safety risks associated with all construction Work under its control. The Plan shall be made

available to the lenders prior to the commencement of the Work and prepared under the Template according to the Annex 32 (Requirements on HES Program).

Every Contractor shall plan, manage and monitor a construction Works carried out by him or under his control in a way which ensures that, so far as is reasonably practicable, it is carried out without risks to health and safety.

The Contractor shall ensure that a safe and healthy working environment is provided and that the best occupational health and safety practice is promoted. The Contractor shall take steps to prevent accidents, injury and disease arising in the course of Work by identifying and controlling risks to workers, as far as is reasonably practicable. The Contractor shall ensure that all Staff, labourers and persons entitled to be on the Site receive the necessary supervision, information, instruction and training to do their jobs safely. Where appropriate, the Contractor shall provide appropriate equipment to minimise health and safety risks and enforce its use. The Contractor shall put in place arrangements for emergency prevention, preparedness and response.

The Contractor shall develop and maintain throughout the execution of the Contract preventative measures relating to worker health concerns, including providing inoculations or other preventative treatments for disease that are either global in nature or endemic in the project area. The Contractor shall undertake appropriate measures to reduce the risk of transfer of STDs and HIV/AIDS among the Contractor's Personnel and the local community including providing condoms and information for raising awareness among Employees of sexually transmitted disease and HIV/AIDS.

Add at the end of the Sub-Clause:

6.8 Contractor's Superintendence

Add at the end of the Sub-Clause:

The Contractor shall ensure that a grievance mechanism is available to all workers and their organisations to use without fear of intimidation or retaliation. The Contractor will ensure that Employees are informed about the grievance mechanism and that this is part of the training for new Employees and information is posted in relevant areas in the construction camp. The Contractor shall ensure that the grievance mechanism involves an appropriate level of management and addresses concerns promptly, using an understandable and transparent process that provides feedback to those concerned without any retribution.

A reasonable proportion of the Contractor's superintending Staff shall have a working knowledge of English and Georgian language or the Contractor shall have available on the Site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and informations.

6.9 Contractor's Personnel

At the beginning of the Sub-Clause add:

The Contractor's Personnel shall include the persons named in the Tender having professional licences required by the Law of Georgia or in undertaking their duties under the Contract.

Add the following Sub-Clause:

The Contractor provides the Employer for Approval with the list of Key Personnel under the Annex 28 (Key Personnel Template). The Contractor shall indemnify any of the Key Personnel the Employer objects within 14 (fourteen) days.

Add the following Sub-Clauses 6.12 through to 6.24:

6.12 Foreign Personnel

The Contractor may bring in to the Country any foreign Personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these Personnel are provided with the required residence visas and Work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, and national or government permission required for bringing in the Contractor's Personnel.

The Contractor shall be responsible for the return of these Personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these Personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable, culturally appropriate food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.15 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of the appropriate insecticide.

6.16 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by the Contractor's Personnel.

6.17 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow the Contractor's Personnel to do so.

6.18 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.19 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local Employees who may die while engaged upon the Works.

6.20 Forced Labour

The Contractor shall not employ forced labour, which consists of any Work or Service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as involuntary prison labour, indentured labour, bonded labour or similar labour contracting arrangements.

6.21 Child Labour

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour Laws of the Country have provisions for employment of minors, the Contractor shall follow those Laws applicable to the Contractor. The Contractor shall put in place a procedure to verify the ages of young workers. Children below the age of 18 years shall not be employed in the dangerous Work.

6.22 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of the labour on the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer, and shall be available for inspection by the Bank's auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under the Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.23 Workers' Organisations

In countries where the relevant labour Laws recognize worker's rights to form and to join worker's organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such Laws. Where the relevant labour Laws substantially restrict worker's organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour Laws are silent, the Contractor

shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such worker's representatives. Worker's organisations are expected to fairly represent the workers in the workforce. The Contractor shall ensure that workers' representatives have access to all workplaces necessary to enable them to carry out their representative functions.

6.24 Non-Discrimination and Equal Opportunity

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. The Contractor shall ensure equal remuneration for men and women for the Work of equal value. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such Laws. When the relevant labour Laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or promote local employment opportunities or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

7 Plant, Materials and Workmanship

7.1 Add at the end of the Sub-Clause:

The Contractor shall be responsible for obtaining all import permits and other licenses required for the import of any Plant. The Contractor shall be responsible, within the Contract price, for obtaining all permits and other licenses required for the export of any Plant, Contractor's equipment or other goods or materials that the Contractor desires to export, and for the export and re-import of any component or piece of equipment that it must export for repairs or replacement.

7.4 Testing

In the second paragraph of Sub-Clause 7.4 revise the wording "The Contractor shall provide ..." to "The Contractor shall provide at his own cost ..."

7.5 Rejection

Add at the end of the Sub-Clause:

In case of the Employer's rejection of any material or Work, the Contractor shall, before starting to rectify such condition, submit his proposal to the Employer for such rectification for the Approval.

7.6 Remedial Work

Add at the end of the Sub-Clause:

In case of any damages (unrepairable on Site) of any equipment; or in case of any defective materials or equipment or spare parts not complying to specified quality parameters; or in case of any short supply of materials or additional supply of materials are required to enable the plant equipment comply with its functional requirements, the total replacement cost including all charges such as freight, duties, taxes, clearances etc shall be borne by the Contractor.

7.7 Ownership of Plant and Materials

Add at the end of the Sub-Clause:

Notwithstanding who has ownership for Plant, equipment and materials, the Contractor bears all responsibilities for its' safety.

7.8 Royalties

In the second line add "including fees for dumping waste tips, debris and hazardous waste", after the word "payments".

8 Commencement, Delays and Suspension

8.1 Commencement of Works

Replace the second sentence of the first paragraph:

Except as otherwise specified in the Particular Contract Conditions, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled:

- i) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities in the Country, and
- ii) receipt by the Employer of the Performance Security under the Sub-Clause 4.2 [Performance Security], and
- iii) receipt by the Employer of the Professional Indemnity Insurance under the Sub-Clause 18.5 [Professional Indemnity Insurance].

The Employer shall give the relevant authorities, with copies sent to the Contractor, not less than 7 (seven) days notice of commencement of construction including the Safety Plan prepared by the Contractor, name of licensed Contractor's Representative, name of the licensed Employer's Representative.

8.3 Programme

Add at the end of the Sub-Clause:

Within 30 (thirty) days after the Commencement Day, the Contractor shall submit to the Employer the Contract Master Schedule (CMS) package for the Approval. The CMS shall be the working level document demonstrating Contractor's ability and methods of completing the Work within the key milestones identified in the Annex 7 (Time Program).

The form of the Time Programme of the Contract shall be based on a computerized logic network and shall be prepared according to the Critical Path Method (CPM) using Primavera SureTrack Programme, MS Project or other similar international recognized Programmes. The activities shall be definite, discrete and measurable

Work elements and shall be selected such they depict the full scope of the Work including the Design Phases, construction and commissioning and start-up of the Plant.

The CMS shall typically contain sections covering the design, procurement, manufacture and field activities as appropriate to the project. The network shall be planned in the sufficient detail to show dependencies and interfaces with the other Work packages and conform to the schedule of the Time for Completion from the Base Date the Contract came into effect.

The level of detail shall be sufficient to break down the Work scope into manageable and measurable activities acceptable to the Employer. The Contractor shall submit the detailed CMS within the time frame agreed of adequate number of activities covering all key phases of the Works. The schedule shall be detailed when the Approval of the Employer will be sought, together with proposed submission dates.

All activities shall have durations in days. The barchart shall contain activity descriptions, planned start and finish dates with the critical path activities clearly identified.

The CMS shall include the required dates for supply to the Contractor of all external input required to execute the plan. In addition the CMS shall clearly show all the Subcontract award dates and Subcontractor's activities. The CMS shall be revised only with the Employer's prior written Approval.

The Contractor shall update, and submit to the Employer for information as the Work progresses updated milestone summary schedules, retaining the Time Schedule as a baseline. The above CMS shall be reviewed and periodic review reports shall be submitted by the Contractor to the Employer. All the programs as well as schedules shall be updated with progress information every month or at a frequency mutually agreed upon.

The Contractor shall measure progress of the Work using its own methods and procedures.

8.4 Extension of Time for Completion

Delete in paragraph (e) the words "on the Site".

Add at the end of the Sub-Clause:

"Any extension of the Time for Completion shall be formalised as an Addendum to the Contract".

8.7 Delay Damages

Substitute the first paragraph:

If the Contractor fails to comply with the Sub-Clause 8.3 [Programme] or with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay Delay Damages to the Employer for this default.

These Delay Damages shall be:

- i) for Part of the Works under the Sub-Clause 8.3 [Programme], the sum stated in the Appendix to Tender, and
- ii) for the Works, the sum stated in the Appendix to Tender, which shall be paid for every day which shall elapse between the Time for Completion and the stated date in the Taking Over Certificate.

Delay damages shall be paid within 60 (sixty) days after delivery of an invoice issued by the Employer to the Contractor.

Notwithstanding with the above, the Contractor shall compensate to the Employer all the Consequential Damages such as (but not limited to) loss of production, loss of profit or loss of any Contract, or for any indirect, special or consequential loss it suffered in accordance with the Contractor's failure to comply with Sub-Clause 8.2 [Time for Completion]. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

9 Tests on Completion

9.1 Contractor's Obligations

Add at the end of the first paragraph:

“and shall be liable for all costs whatsoever, including labour, transport, media, royalties, energy, etc.”

Add at the end of the Sub-Clause:

During a Trial Operation the Plant shall be operated over the full load range enabling the Plant to be made ready for the Guarantee Tests. The Trial Operation shall mean the period 30 (thirty) days continuous operation at various operating modes. Out of this, 96 (ninety-six) hours of uninterrupted operation must be at full load as may be provided by the Employer. If there is any interruption in this 96 (ninety-six) hours period, the same shall have to be attempted and demonstrated for guaranteed 96 (ninety-six) hours of uninterrupted running. If period of interruption is more than 4 (four) hours, the 24 (twenty-four) hours will be added to 14 (fourteen) days.

If the period of interruption during the Trial Operation is more than 48 (forty-eight) hours, then the Employer shall have the discretion of repeating the entire test, depending on the circumstances of the down time.

The conditions of the Law on architecture and spatial development of Georgia No. 3323 dated in 1998 y. shall be taken into consideration.

The Trial Operation shall be considered successful, provided that each item/part of the Plant can operate continuously at the specified operating characteristics with all operating parameters within the specified limits. The Contractor shall furnish adequate notice to the Employer about the commencement of the Trial Operation.

A Trial Operation Report shall have details of various observations made during the Trial Operation, details of interruptions occurred, adjustments made, and any minor repairs done, including start and finish of the Trial Operation and shall be signed by the Representatives of both parties. Based on the observations, necessary

modifications/repairs to the Plant shall be carried out by the Contractor to the full satisfaction of the Employer to enable to carry out the Guarantee tests on the facilities. However, minor defects which do not endanger the safe operation of the Plant, shall not be considered as reasons for withholding the aforesaid permission.

Method of conductance of tests, test code and accuracy of tests shall be provide:

- i) for Civil Works due to Technical Specifications under the Annex 4 (Technical Specifications);
- ii) for Mechanical and Electrical Parts due to Technical Specifications - Part B under the Annex 4 (Technical Specifications).

The Contractor shall be responsible for, within the Contract price, the cost of purchase and delivery to the Site of all chemicals, lubricants and other consumables required for the start-up, commissioning, testing and operation of the Plant until issue a final Taking Over Certificate and shall ensure that, at final Taking-Over, the quantities of such chemicals, lubricants and other consumables in the tanks, reservoirs, sumps and other points of storage within the Works forming part of the Plant are such as to permit the operation of the Plant after final Taking-Over in accordance and without unnecessary interruption.

10 Employer's Taking-Over

10.1 Taking-Over of the Works and Sections

Add at the end of the Sub-Clause:

When applying for a Taking-Over Certificate, the Contractor shall submit the Taking-Over Documentation as set forth in the Specification.

Taking over of the Works will be carried out in accordance with the Laws of the Country. A Taking-Over Memorandum will be prepared and signed by the Taking-Over Committee of the Employer. The Taking-Over Certificate shall be issued by the Employer only upon the issue of the said Taking-Over Memorandum.

Add a new Sub-Clause:

10.2 Taking over of the Parts of the Works

Parts of the Works (other than sections - if any) shall not be taken over or used by the Employer, except as may be stated in the Contract or as may be agreed by both Parties.

Add a new Sub-Clause:

10.5 Operational Acceptance

Subject to the Clause below, the Operational Acceptance shall occur in respect of the Facilities or any part thereof when:

- i) the Test on Completion has been successfully completed and the Functional Guarantees are met; or

ii) the Test on Completion has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion or any other agreed upon period; or

iii) the Contractor has paid the Liquidated Damages specified in Sub-Clause 7 [Delay damages] hereof; and any minor items hereof relevant to the Facilities or that part thereof have been completed.

At any time after any of the events set above have occurred, the Contractor may give a notice to the Engineer requesting the issue of an Operational Acceptance Certificate in the form provided in the Tender Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

The Engineer shall, after consultation with the Employer, and within 7 (seven) days of receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

If within 7 (seven) days of receipt of the Contractor's notice, the Engineer fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Engineer has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Contractor's said notice.

11 Defect Liability

11.9 Performance Certificate

Add at the end of the Sub-Clause:

The Performance Certificate will be prepared and signed by both Parties due to a Template under the Annex 17 (Performance Certificate).

13 Variations and Adjustments

13.1 Right to vary

Add at the end of the Sub-Clause:

The preparation of a Variation Order is obligation of the Contractor. The Employer will only issue instructions and order the Variation Order. The Contractor shall be obliged to prepare the submittal for the Variation Order due to templates under the Annex 30 (Variation Order for Design Works) and/or Annex 31 (Variation Order for Works).

13.3 Variation procedures

Add at the end of the Sub-Clause:

Where the Variation or Variations issued by the Employer (after prior consent given by the Employer) cause the Contract Price to exceed the Accepted Contract Amount, then this shall be formalised as an Addendum to the Contract.

13.4 Payment in Applicable Currencies

This Sub-Clause is not applicable.

13.7 Adjustments for Changes in Legislation

Add at the end of the Sub-Clause:

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of the time if the relevant delay has already been taken into account in the determination of a previous extension of the time and such cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data under the provisions of the Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.8 Adjustments for Changes in Cost

This Sub-Clause is not applicable.

14 Contract Price and Payment

14.1 The Contract Price

Insert in 14.1 (b) after „fees“:

“...and other charges that may be levied in accordance with Laws and regulation in force on the date 28 (twentyeight) days prior to the latest date for submission of Tenders, imposed both outside and inside the Employer's Country on the Contractor's equipment, plant, materials, and supplies (whether permanent or temporary) acquired for the Contract, and on Services performed under the Contract.”

Add the following after 14.1 (b):

(i) the Contractor is not exempted from import duties and import taxes levied on the import on Contract items into the Country;

(ii) the Contractor shall be entirely responsible for the presentation of documentation in order to clear the Goods through the customs authorities, and shall be deemed to have been satisfied (before submitting the Tender) as to all relevant procedures.

Add Sub-Item (e):

The rates and prices are deemed to be fixed without adjustment.

14.2 Advance Payment

Add at the end of the Sub-Clause:

The Advance Payment Guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form of the Annex 14 (Advance Payment Guarantee) to the Contract.

14.3 Application for Interim Payment Certificate

Delete “copies” in the first line and substitute with “originals in English”

In paragraph (b) delete “and Sub-Clause 13.8 [Adjustments for Changes in Cost]”.

Add the words at the end of the Sub-Clause:

(h) the amount of VAT due to Contract Price.

The Contractor shall be obliged to prepare the submittal for the Interim Payment Certificate under the Annex 12 (Payment Conditions for IPC and FPC).

The certificate of cost of the performed Works and expenses is made on the basis of data of the act of acceptance of the performed Works.

The Employer within 7 (seven) days from the moment of obtaining the specified documents consider them and sends to the Contractor 1 (one) copy signed in return or motivated refusal of acceptance of the performed Works with the list of the remarks which are subject to elimination and terms of their elimination. The Contractor is obliged in the time specified for elimination of remarks and on own account to eliminate remarks and repeatedly to send a set of primary registration documents to the Employer.

The Employer has the right to refuse from acceptance of the Works result in case of detection of shortcomings which exclude possibility of use the results of Works according to their application until full elimination of such shortcomings by the Contractor.

The Parties agree that signing the acts of acceptance of the Works performed in reporting month is made only for confirmation of performance of intermediate Works and/or their part.

14.4 Schedule of Payments

Replace in the last paragraph “42 days” with “28 days”.

The Contract includes a Payment Schedule under the Annex 13 (Payment Schedule and Milestones under Penalties) specifying the installments in which the Contract price will be paid.

Payment Schedule shall also include the list of Milestones under Penalties together with the penalties for not fulfilment of each of them under the Annex 13 (Payment Schedule and Milestones under Penalties).

14.5 Plant and Materials Intended for the Works

This Sub-Clause is not applicable.

14.6 Issue of Interim Payment Certificates

Replace in the first sentence the words „28 days“ with „15 days“.

14.7 Payment

Replace paragraphs b) and c):

the amount certified in each Interim Payment Certificate within 45 (forty five) days after the Employer receives the Statement and supporting documents or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the

Contractor within 14 (fourteen) days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and

the amount certified in the Final Payment Certificate within 45 (forty five) days after the Employer receives this Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 45 (forty five) days after the date of notification of the suspension in accordance with the Sub-Clause 16.2.

Add the words:

The Contractor shall notify to the Employer, prior to any payment under the Contract, details of the bank account (s) nominated by the Contractor for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Contractor shall be made into the bank account (s) thus nominated by the Contractor.

14.9 Payment of Retention Money

Add at the end of the Sub-Clause:

After Employer's written Approval of the Contractor's Trail Operation Report due to Clause 9.1 (Contractor's Obligations), the Employer shall release Retention Money in accordance with the Appendix to Tender, Clause 14.3.

Based on the Employer's written Approval of the Trail Operation Report, the first half of the Retention Money shall be certified for payment by the Employer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Contract or in another form approved by the Employer and provided by an entity approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security under the Sub-Clause 4.2.

On receipt by the Employer of the required guarantee, the Employer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 (twentyone) days after receiving a copy of the Performance Certificate.

If the Performance Security required under the Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

14.10 Statement at Completion

Substitute the figure “84” in the first paragraph with the figure “60”.

Substitute the word “copies” in the first paragraph with the words “originals in English”.

14.11 Application for Final Payment Certificate

Substitute the figure “56” in the first paragraph with the figure “28”.

Substitute the word “copies” in the first paragraph with the words “originals in English”

14.15 Currencies of Payment

This Sub-Clause is not applicable. The Contract Price shall be paid in EUR.

15 Termination by Employer

15.2 Termination by Employer

Add letter (g) to the first section:

(g) fails to submit written evidence of registration of the Contractor and all his Subcontractors with local Laws and/or decrees by the Commencement Date.

Add the following Sub-Clause:

15.6 Prohibited Practices

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in prohibited practices, in competing for or in executing the Contract, then the Employer may, after giving 14 (fourteen) days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under the Sub-Clause 15.2.

Should any Employee or Subcontractor of the Contractor be determined, based on reasonable evidence, to have engaged in a prohibited practice during the execution of the Work then that Employee shall be removed in accordance with Sub-Clause 6.9 [Contractor’s Personnel].

For the purpose of this Sub-Clause, the terms set forth below are defined as prohibited practices:

“coercive practice” means 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;

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

“fraudulent practice” means 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.

16 Suspension and Termination by Contractor

16.2 Termination by Contractor

Delete paragraph (d) and substitute with:

(d) The Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the ability of the Contractor to perform the Contract.

Add the following paragraphs h) and j):

In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 (fourteen) days referred to in the Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under the Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely

- i) suspend the Work or reduce the rate of Work under Sub-Clause 16.1 above, or
- ii) terminate under the Contract by giving notice to the Employer,
- ii) with a copy to the Engineer, such termination to take effect 14 (fourteen) days after the giving of the notice, or the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

17 Risk and Responsibility

17.1 Indemnities

Replace sub-paragraph (b) by the following:

(b) damage to or loss of any property, real or Personnel (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's Design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.7 Use of Employer's Accommodation/Facilities

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities-if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18 Insurance

18.3 Insurance against Injury to Persons and Damage to Property

At the end of this Sub-Clause insert following:

The insurance cover shall extend to liability to third parties arising from accidents in the Country involving vehicles supplied by the Contractor and used by the Employer, the Contractor or the Engineer under the Contract.

Insert new Clauses as following:

18.5 Professional Indemnity Insurance

The Contractor shall effect, by the Commencement Date, professional indemnity insurance, which will cover the risks under the Annex 26 (Requirements on Insurance) to Contract.

The Contractor shall use his best endeavours to maintain the professional indemnity insurance in full force and effect until 5 (five) years from the date stated in the Performance Certificate. The Contractor shall undertake to notify the Employer promptly of any difficulty in extending, renewing or reinstating this insurance.

18.6 Contractor's liability for Design Works

The Contractor shall effect and maintain, during the term of this Contract, at its sole expense, professional liability which shall cover all risks of professional negligence in Design Works and advertising injury insurance from a recognized insurance company in the amount and under conditions of the Annex 26 (Requirements on Insurance) to the Contract.

Such insurance shall name the Contractor individually as an additional named insured. The Contractor shall maintain the insurance policies required by this Clause for the duration of the Contract and produce evidence of the insurance, if requested. The Contractor undertakes to notify the Employer promptly of any difficulty in extending, renewing or reinstating this insurance. The insurance shall include also cover in respect of mitigation, rectification and re-design costs - if any.

If the Contractor fails to submit or extend the validity of such insurance, the Employer is entitled to enter into or extend such insurance at the expense, risk and peril of the Contractor without any further written communication and offset this against any invoice issued by the Contractor.

19 Force Majeure

19.1 Notice of Force Majeure

Replace in the first paragraph:

“all of his obligations” by “its substantial obligations”.

Replace in the second Paragraph:

“such obligations” by “it’s obligations”.

20 Claim, Disputes and Arbitration

20.2 Appointment of the Dispute Adjudication Board

Replace the second sentence of the tenth paragraph of this Sub-Clause with:

Unless otherwise agreed by both parties, the appointment of the DAB (including each Member) shall expire when the DAB have given its decision on the Dispute referred to it under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision], unless other Disputes have been referred to the DAB by that time under the Sub-Clause 20.4, in which event the relevant date shall be when the DAB has also given decision on those disputes.

20.5 Amicable Settlement

Replace Sub-Clause:

Where a Notice of Dissatisfaction has been given under the Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of Arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the 60th (sixtieth) day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

20.6 Arbitration

Replace Sub-Clause:

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DAB’s decision (if any) has not become final and binding shall be finally settled by the Arbitration. The Arbitration shall be conducted as follows:

- i) if the Contract is with a foreign Contractor, international Arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more Arbitrators appointed in accordance with said arbitration rules.

The place of the Arbitration shall be the location specified in the PCC I, and the Arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

- ii) if the Contract is with a domestic Contractor, Arbitration with proceedings conducted in accordance with the Laws of the Employer’s Country.

The Arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DAB, relevant to the dispute. Nothing shall disqualify Representatives of the

Parties and the Engineer from being called as a witness and giving evidence before the Arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the Arbitrators to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DAB shall be admissible in evidence in the Arbitration.

The Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DAB shall not be altered by reason of any Arbitration being conducted during the progress of the Works.

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Appendix to Tender

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	United Water Supply Company of Georgia 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia
Contractor's name and address	1.1.2.3 & 1.3	< To be inserted by the Tenderer >
Engineer's name and address	1.1.2.4 & 1.3	< To be inserted by the Employer >
Bank's name	1.1.2.11	European Bank for Reconstruction and Development One Exchange Square London EC2A 2JN United Kingdom
Borrower's name	1.1.2.12	Ministry of Finance of Georgia , Georgia
Time for Completion	1.1.3.3	< To be inserted by the Employer >
Defects Notification Period	1.1.3.7	< To be inserted by the Employer >
Electronic transmission systems	1.3	Fax and E-mails. E-mails to be confirmed in writing
Governing Law	1.4	Law of the Georgia
Ruling language	1.4	English
Language for communications	1.4	Georgian and English
Time for access to the Site	2.1	14 days after Commencement Date
Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount shall require approval of the Employer
Performance Security	4.2	The performance security will be in the form of a demand guarantee in the amount of 10 % of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount
Normal working hours	6.5	6.00 a.m. to 18.00 p.m.
Delay Damages for Parts of the Works	8.7 & 14.15(b)	10,000.00 EURO
Delay Damages for the Works	8.7 & 14.15(b)	1 % of the Contract Price per week, maximum 30 % of Contract Price

Maximum amount of delay damages	8.7	10 % of the final Contract Price
Adjustments for Changes in Cost	13.8	Not applicable
Total Advance payment	14.2	10 % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Number and timing of instalments	14.2	One instalment after receipt of the Advance payment guarantee by the Employer.
Currencies and proportions	14.2	The advance payment shall be paid in the currency in which the Accepted Contract Amount is payable to the Contractor according to Sub-Clause 14.15
Start repayment of Advance payment	14.2 (a)	When payments reach 20 % of the Accepted Contract Amount less Provisional Sums
Repayment amortisation rate of advance payment	14.2 (b)	25 %
Percentage of Retention	14.3	10 %
Limit of Retention Money	14.3	10 % of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	14.6	5 % of the Accepted Contract Amount
Currency/Currencies of Payment	14.15	The Contract Price shall be paid in EURO
Periods for submission of insurance:	18.1	
a. evidence of insurance.		7 days
b. relevant policies		28 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2 (d)	5,000.00 EURO
Minimum amount of third party insurance	18.3	100,000.00 EURO per occurrence with the number of occurrences unlimited
Appointment of DAB shall be by the date	20.2	60 days after a Party gives notice to the other Party of its intention to refer a dispute to a DAB in accordance with Sub-Clause 20.4
The DAB shall be comprised of	20.2	Three Members
Appointment (if not agreed) to be made by	20.3	The President of FIDIC or a person appointed by the President
Place of Arbitration	20.6 (a)	The place of Arbitration shall be Tbilisi
Language of Arbitration	20.6.	English

VOLUME II. iv.

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

United Water Supply Company of Georgia
76b Vazha Pshavela Ave
0186 Tbilisi, Georgia
(hereinafter called “the Employer”),

And

[*insert name of the Contractor, a corporation incorporated under the laws of [insert: country of Contractor]*] and having its principal place of business at [*insert: address of Contractor*]
(hereinafter called “the Contractor”).

WHEREAS the Employer invited tenders for the execution of the Works, described as Rehabilitation of existing and construction of new sewers and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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 Contract documents 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 Tender
 - (c) the Addenda No.s [*insert addenda numbers if any*].
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Specification
 - (g) the Drawings
 - (h) JVCA Agreement (*if any*)
 - (i) Performance Security; and
 - (j) List of Contract Annexes.

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 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 and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

VAT shall be paid in compliance with the Laws of Georgia. Taxpayer of VAT shall be the Employer. VAT and other taxes shall not be paid on the funds originating from the Bank.

Agreement to be executed in accordance with the Laws of Georgia on the day, month and year indicated above.

Signed by: _____

Signed by: _____

For and on behalf of the Employer in the presence of _____

for and on behalf the Contractor in the presence of _____

Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

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Appendix 1. Payment Conditions for IPC and FPC

In accordance with the provisions of GC 14 [Contract Price and Payment], the Employer shall pay the Contractor in the following manner and at the following times, based on the price breakdown given in Annex 11 (Template of Cost Breakdown). Payments will be made in the currencies quoted by the tenderer unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

TERMS OF PAYMENT

Schedule No. 1 Plant and Equipment supplied from abroad

In respect of Plant and Equipment supplied from abroad, the following payments shall be made:

Ten (10) percent of the total CIF or CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the Plant and Equipment shipped FOB or delivered to the Site, as evidenced by shipping and delivery documents.

Eighty (80) percent of the total FOB or FCA amount upon Incoterm “FOB” or “FCA,” within forty-five (45) days after receipt of invoice and shipping documents. In the event that shipping is delayed upon the written instruction of the Employer for more than twenty-eight (28) days beyond the date shown in the programme of performance provided in accordance with GC 8.3 [Programme], the Contractor may make application for this part of the payment against warehouse receipts, provided always that the Plant and Equipment are ready for shipment on the date shown in the said programme.

Eighty (80) percent of the total CIF or CIP amount upon Incoterm “CIF” or “CIP”, upon delivery to Site within forty-five (45) days after receipt of invoice, less eighty (80) percent of the FOB amount already paid or authorised for payment.

Five (5) percent of the total CIF or CIP amount upon issue of the Completion certificate, within forty-five (45) days after receipt of invoice.

Five (5) percent of the total CIF or CIP amount upon issue of the operational acceptance certificate, within forty-five (45) days after receipt of invoice.

Schedule No. 2 Plant and Equipment Supplied from within the Employer’s Country

In respect of Plant and Equipment supplied from within the Employer’s country, the following payments shall be made:

Ten (10) percent of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the Plant and Equipment delivered to the Site, as evidenced by shipping and delivery documents.

Eighty (80) percent of the total EXW amount upon Incoterm “Ex-Works,” upon delivery to the Site within forty-five (45) days after receipt of invoice.

Five (5) percent of the total EXW amount upon issue of the Completion certificate, within forty-five (45) days after receipt of invoice.

Five (5) percent of the total EXW amount upon issue of the operational acceptance certificate, within forty-five (45) days after receipt of invoice.

Schedule No. 3 Local Transportation

In respect of local transportation for both the foreign currency (where applicable) and the local currency portions, the following payments shall be made:

Ten (10) percent of the total local transportation amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the Plant and Equipment delivered to the Site, as evidenced by shipping and delivery documents.

Ninety (90) percent of the total local transportation amount upon delivery to the Site within forty-five (45) days after receipt of invoice.

Schedule No. 4 Installation Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

Ten (10) percent of the total installation services amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services.

Eighty (80) percent of the measured value of work performed by the Contractor, as identified in the said programme of performance, during the preceding month, as evidenced by the Employer’s authorisation of the Contractor’s application, will be made monthly within fortyfive (45) days after receipt of invoice.

Five (5) percent of the total value of installation services performed by the Contractor as evidenced by the Employer’s authorisation of the Contractor’s monthly applications, upon issue of the Completion certificate, within forty-five (45) days after receipt of invoice.

Five (5) percent of the total value of installation services performed by the Contractor as evidenced by the Employer’s authorisation of the Contractor’s monthly applications, upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

In the event that the Employer fails to make any payment on its respective due date, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate of 0, 02 % of contract amount per day for the foreign and local currency portions in the respective currencies until payment has been made in full.

PAYMENT PROCEDURES

The procedures to be followed in applying for certification and making payments shall be as follows:

Interim and Final Payment Certificate

Issue of Interim Payment Certificate

The Contractor shall submit a Statement in six (6) copies after the end of each month in a form approved by Project Manager, showing in detail the amounts to which the Contractor considers himself to be entitled, together with all supporting documents, calculations etc. which shall include relevant progress report in accordance with GC 4.21 [Progress Reports].

The Statements shall include items as following:

- (i) the estimated Contract value of the Works executed up to the end of the month, including Variations due to GC 13.3 [Variation Procedure]
- (ii) any amounts to be added and deducted for the changes in laws and regulations due to GC 13.7 [Adjustments for Changes in Legislation]
- (iii) any other additions or deductions arising from Contract or otherwise
- (iv) the deduction of amounts certified in all previous Interim Payment Certificates taking into account Advance Payment
- (v) the amount of fifty (50) % of item for Design Works issued after presentation of valid Construction Permit.

Issue of Final Payment Certificate

The Statement for Final Payment Certificate shall include items as following:

- (i) the final Contract value of the Works executed during Time for Completion, including Variations due to GC 13 [Variation and Adjustments]
- (ii) any other additions or deductions arising from Contract or otherwise
- (iii) the deduction of amounts certified in all previous Interim Payment Certificates taking into account Advance Payment
- (iv) the amount of remaining fifty (50) % of item for Design Works.

If the Project Manager disagrees with or cannot verify any part of draft final statement, the Contractor shall submit such further information as the Project Manager may reasonably require and shall make such changes in the draft form as may be agreed between them.

Payments will be made in the currencies quoted by the Tender Documents, unless otherwise agreed between the parties into the bank account, nominated by the Contractor, in the payment country specified in the Contract. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

Payment of Retention Money

When the Completion Certificate due to GC 10.3. has been issued for the Works and the first half of the Retention Money has been certified for payment by the Project Manager, the Contractor shall be entitled to substitute a guarantee, in the form annexed in Annex 16 (Retention Money Guarantee) and provided by an entity approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.

The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security Form according to Annex 15 (Performance Security).

On receipt by the Employer of the required guarantee, the Project Manager shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 (twentyone) days after receiving a copy of the Completion Certificate.

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Appendix 2. Price Adjustment

Price adjustment is not allowed during the execution of the Contract. The prices shall remain firm and fix for the entire duration of the Contract.

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Appendix 3. Insurance Requirements

Insurances to be taken out by the Contractor

In accordance with the provisions of GC 18 [Insurance], the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

- (a) **Cargo Insurance** covering loss or damage occurring, while in transit from the supplier’s or manufacturer’s works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction Equipment to be provided by the Contractor or its Subcontractors.

Amount	Deductible limits	Parties insured	From	To
50,000.00 EURO	5,000.00 EURO	Contractor, Employer	_____	___

- (b) **Installation All Risks Insurance** covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor’s liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount	Deductible limits	Parties insured	From	To
200,000.00 EURO	5,000.00 EURO	Contractor, Employer	_____	___

- (c) **Third Party Liability Insurance** covering bodily injury or death suffered by third parties (including the Employer’s personnel) and loss of or damage to property (including the Employer’s property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
100,000.00 EURO	5,000.00 EURO	Contractor, Employer	_____	___

- (d) **Professional Indemnity Insurance for Design Works** covering the risk of professional negligence in the Design of the Works.

Amount	Deductible limits	Parties insured	From	To
50,000.00 EURO	10,000.00 EURO	Contractor , Employer	_____	___

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GC 18 above, except for the Workers’ Compensation and Employer’s Liability Insurances, and the Contractor’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GC 18 above, except for the Marine Cargo, Workers’ Compensation and Employer’s Liability Insurances.

All insurer’s rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

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Appendix 4. Time Schedule

Scope of Work	Duration of activity
1. Contract Award, Commencement day	<weeks>
2. Basic Design	<weeks>
3. Revision & Control of Basic Design	<weeks>
4. Building permit	<weeks>
5. Detail Design	<weeks>
6. Revision & Control of Detail Design	<weeks>
7. Time for completion of Construction Works	<weeks>
8. Trial Operation	<weeks>
9. Completion day	<weeks>

Note/disclaimer

All dates are only indicative; all periods are shown from the effective date of the Contract.

Time for pre - commissioning tests and commissioning tests in duration 30 days are already a part of summary activity 7. (Time for Completion of Construction Works).

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Appendix 5. List of Subcontractors for Works

The following Subcontractors are approved for carrying out the item of the Facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor.

In accordance with GC 4.4 [Subcontractors], the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until they have been approved in writing by the Employer and their names have been added to this list of approved Subcontractors.

Where the Contractor proposes to use a named Subcontractor (s) for the execution of any part of the Works, the Contractor shall provide the following information for each proposed Subcontractor:

- name, head office address; place of incorporation / registration; year of incorporation / registration and contact details;
- brief description and the estimated value of the part of the Works, which is intended to be subcontracted;
- description of the capability and resources of the named Subcontractor (s) to perform the proposed part of the Works including:
 - (d) experience and past performance on the execution of similar works;
 - (e) capabilities with respect to personnel, equipment, and construction; and
 - (f) financial position
- appropriate justification of the need for the use of the proposed Subcontractor for the execution of the Works.

In case of a JVCA the form shall be submitted only once for the whole JVCA (not for each partners of the JVCA).

Work intended to be subcontracted	Name and details of Subcontractors, nationality	Value of subcontracting as percentage of the total cost of the project	Experience in similar Work (details to be specified)

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Appendix 6. List of Subcontractors for Design Works

The following Subcontractors are approved for carrying out the item of the Facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor.

In accordance with GC 4.4 [Subcontractors], the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until they have been approved in writing by the Employer and their names have been added to this list of approved Subcontractors.

Where the Contractor proposes to use a named Subcontractor (s) for the execution of any part of the Works, the Contractor shall provide the following information for each proposed Subcontractor:

- name, head office address; place of incorporation / registration; year of incorporation / registration and contact details;
- brief description and the estimated value of the part of the Works, which is intended to be subcontracted;
- description of the capability and resources of the named Subcontractor (s) to perform the proposed part of the Design Works including:
 - (g) experience and past performance on the execution of similar works;
 - (h) capabilities with respect to personnel, equipment, and construction; and
 - (i) financial position
- appropriate justification of the need for the use of the proposed Subcontractor for the execution of the Design Works.

In case of a JVCA the form shall be submitted only once for the whole JVCA (not for each partners of the JVCA).

Work intended to be subcontracted	Name and details of Subcontractors, nationality	Value of subcontracting as percentage of the total cost of the project	Experience in similar Design Work (details to be specified)

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Appendix 7. Scope of Works and Supply by the Employer (if any)

There **is no** personnel, Facilities, works, equipment, materials and supplies will be provided/supplied by the Employer due to provision of GC 4.20 [Employer's Equipment and Free-Issue Materials] of Contract.

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Appendix 8. List of Documents for Approval or Review

	Document	Description	Copies	Language, status	Timing	Applicable GC, SC Sub-Clauses
A	Design and Drawings					
A1	Basic Design	Contractor's Basic Design Drawings	6 hard 3 digital	English/ Georgian A	as Programme and before CD	Sub-Clause 5.2
A2	Detail Design	Contractor's Detail Design Drawings	6 hard 3 digital	English/ Georgian A	as Programme and before CD	Sub-Clause 5.2
A3	As-built Drawings	After Work's completion	6 hard 3 digital	English/ Georgian R	before TOC	Sub-Clause 5.6
A4	Geodetic Drawings	For cadastre purposes	3 hard 3 digital	Georgian R	before TOC	Sub-Clause 4.7
B	Programmes					
B1	Programme of implementation	Programme for all related Contractor's activities with milestones	1 hard 1 digital	English A	CD + 30	Sub-Clause 8.3
C	Guarantees					
C1	Performance Security		1 hard-original	English A		Sub-Clause 4.2
C2	Retention Money Guarantee		1 hard-original	English A		Sub-Clause 14.9
C3	Advance Payment Guarantee		1 hard - original	English A		Sub-Clause 14.2
D	QA & Safety					
D1	Quality Assurance Plan	Including List of materials	2 hard	English A	CD + 30	Sub-Clause 4.9
D2	Health and Safety Plan (HES)	Due to a local regulations	2 hard	English A	CD + 30	Sub-Clause 6.7

E	Reports					
E1	Monthly	Regularly monthly Progress Works Reports	4 hard	English A	monthly	Sub-Clause 4.21
F	Other documents					
F1	M &Q Manuals	For mechanical and electrical equipment	2 hard 2 digital	English/ Georgian A	as GC	Sub-Clause 5.7
F2	Training Plan	For Operation Staff of Plant	2 hard 2 digital	English/ Georgian A	as GC	Sub-Clause 5.5
F3	Trial Operation Report	Conditions of Trial Operation	2 hard	English/ Georgian A	as GC	Sub-Clause 9.1
F4	Insurance Documents	All related Insurance Documents	2 hard	English/ Georgian A	before CD	Sub-Clause 18.5
F5	Changes in Subcontractor's List (Design)	List of Subcontractors	2 hard	English A	as GC	Sub-Clause 4.4
F6	Changes in Subcontractor's List (Works)	List of Subcontractors	2 hard	English A	as GC	Sub-Clause 4.4
F7	Samples for Materials	Samples of construction materials	2 hard	English A	as GC	Sub-Clause 7.2
F8	Changes in Key Personnel	Key Personnel Template	2 hard	English A	as GC	Sub-Clauses 4.3, 6.9
G	Var. Order Procedure				as GC	
G1	Variation Order Design Works		2 hard	English A	as GC	Sub-Clause 13.1, 20.1
G2	Variation Order Works		2 hard	English A	as GC	Sub-Clause 13.1, 20.1

Explanation note

CD: Commencement Date, TOC: Taking Over Certificate, A: Approval, R: Review

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Appendix 9. Operation and Maintenance Manuals

A. General Requirements

1. The Maintenance and Operation Manuals (M&OM) are to provide suitable, adequate and relevant information to the Employer / operation to operate, manage and run the services. The Manuals primarily define the requirements and procedures for the effective operation and maintenance of the Plant of the WWTP. The purpose of Manuals is to describe the best means to maximize equipment operational availability, while minimizing equipment downtime.

The Manuals shall typically identify PM task descriptions and schedules, troubleshooting, corrective maintenance (repair) task descriptions, and spare parts identification, stockage (quantity), and any unique storage requirements.

2. Based on the requirements due to the Clause 5.7. [Operation and Maintenance Manuals] comprehensive Manuals shall provide a means to reduce operating costs through a comprehensive Maintenance Program as described below.

3. The M&O Manuals shall be handed over in the language of the Contract as well as in local language in 2 (two) printed copies and 2 (two) copies on CD data in Word/Excel form.

4. The Contractor shall obtain all the guidelines and the special instructions for preparing of the Maintenance Manuals from manufactures and supplies of the Equipment and Materials, or prepare on his own such written instructions unless such documents are obtained from such manufacturers and suppliers. The compliance with Maintenance Manuals shall ensure operation of the Project at production capacity, efficiency, reliability, safety and serviceability levels designed hereunder and by no means shall impair warranty terms of Equipment and Materials of Project.

B. Maintenance Program

The Preventive Maintenance consists of a series of maintenance requirements that provide a basis for planning, scheduling, and executing scheduled maintenance, planned versus corrective for the purpose of improving equipment life and to avoid any unplanned maintenance activity/minimize equipment breakdowns. These can be defined through a Maintenance Plan (MP). MP includes adjusting, lubricating, cleaning, painting, and replacing minor components.

Preventive Maintenance Data

The Preventive Maintenance (PM) data includes equipment tag information, procedures, replacement parts, special tools, lubrication requirements, service providers, warranty information, etc. It shall be presented in tabular format in the O&M manual. The data shall be transferred to (versus input directly into) PC-based Computerized Maintenance Management System (CMMS) or Computer-Aided Facilities Management (CAFM) software applications.

The CMMS/CAFM applications shall support facility management needs associated with personnel, construction, equipment, labor, spare parts inventory (with bar coding), PM scheduling, Work Order generation, and associated costs tracking. The CMMS/CAFM products should have the ability to be tailored to Employer-specific requirements.

C. Specific Requirements Formats

1. The elements of narrative text (pdf, html, xml, etc.), graphics, sound, photographs, and videos can all be organized into a user-friendly, interactive, stand-alone PC or web-based (e.g. Intranet) application or platform. All the information, including text, 3D models / animations, CAD drawings, illustrations, and digital photographs can be viewed and manipulated (read only) by on-line viewers and can only be modified off-line. Updates/modifications shall be typically through a configuration management process and formal authorization.

Screens can be printed on demand. All information, including text, 3D models / animations, CAD drawings, illustrations, and digital photographs can be viewed and manipulated (read only) by on-line viewers and can only be modified off-line. Updates/modifications are typically through a configuration management process and formal authorization.

Figures/Illustrations

The Operation-/ maintenance-significant figures/illustrations should be included in the Manual and referenced from the narrative text. Illustrations can provide the layout of the overall site-campus/facility/floor down to systems/equipment and area/room locations. They can be generated for O&M Manual use from 3D models and engineering drawings that are modified for ease of readability in the manual.

They shall include the following:

- area floor plans with system/ equipment tags and physical (room) locations identified;
- safety warnings and cautions regarding potential hazards, both to personnel and to equipment;
- photographs of systems/equipment with identifying callouts;
- electrical schematics, piping diagrams, air flow schematics, provide equipment interconnections and are important for troubleshooting;
- valve schedules indicating valve number, location, type, size, normal position, and description.

D. Manuals Layout

The Manuals shall be divided into following chapters:

- i) physical description;
- ii) description - system-level;
- iii) operating procedures - Controls/Start-up/Shutdown/Emergency Over-Ride/Seasonal Change over;
 - i) spare parts list;
 - ii) problems and solutions - troubleshooting;
 - iii) preventative (Planned) Maintenance (PM) - Procedures/Intervals including maintenance-significant drawings.

The Manuals shall describe the requirements and procedures for the effective operation, maintenance, decommissioning and demolition of the building, and includes details of the building's construction, history and maintenance, instructions for its operation and maintenance, and guarantees and warranties.

The O&M Manual content and format requirements are conveyed through a detailed Statement of Work (SOW), sufficiently tailored to satisfy the Owner's Facility Management (FM) needs. This effort should be considered in the planning and design phases, and is typically carried out in the construction phase.

The O&M manuals should be developed in a modular, building block style, to simplify the incorporation of new/additional data, such as design/configuration changes and to reflect as-built conditions. O&M procedures shall not replace manufacturers' documentation for specific pieces of equipment and machinery, but supplement those publications and guide in their use.

Contents

The O&M Manuals provide procedures to operate and maintain a facility's various systems and equipment. It is important to analyze and evaluate a facility from the system level, then develop procedures to attain the most efficient systems integration, based on as-built information and the Maintenance Program philosophy. The following paragraphs provide a template of system-level O&M Manual layout and technical content/description.

Manual Layout

- Introduction
- Safety Data
- Utility Systems
- Building Interior & Exterior
- Plumbing:
- Fire Protection
- Heating, Ventilating & Air Conditioning (HVAC)
- Fire Detection & Intrusion Alarms
- Electrical
- Conveying Systems
- Other Systems Based on Facility Requirement
- Operating Logs: Maintenance Charts
- Manufacturers' Literature
- Description - System-Level: Operating Procedures - Controls/Start-up/Shutdown/Emergency Over-Ride/Seasonal Changeover
- Problems and Solutions - Troubleshooting
- Preventive (Planned) Maintenance (PM) - Procedures/Intervals.

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Appendix 10. Performance Security Form

Date

Loan/Credit No.

Contract No.....

To:

United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia

Dear Ladies and/or Gentlemen,

We refer to the Contract Agreement (“the Contract”) signed onbetween you and (“the Contractor”) concerning design, execution and completion of Rehabilitation and extension of WWTP, Georgia.

By this letter we, the undersigned,, a Bank (or company) organised under the Laws of and having its registered/principal office at do hereby jointly and severally with the Contractor irrevocably guarantee payment to you up to the sum of equivalent to ten percent (10 %) of the Contract Price until the date of the operational acceptance certificate and thereafter up to a sum of equivalent to five percent (5 %) of the Contract Price until eighteen (18) months after the date of operational acceptance.

Where it is agreed between you and the Contractor that the Facilities are to be accepted in parts and thus where there are separate operational acceptance certificates for each part, this Letter of Guarantee shall be apportioned to the value of each such part and reduce upon the date of operational acceptance of each part and expire eighteen (18) months after the date of operational acceptance of each part.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorised officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until eighteen (18) months after the date of operational acceptance of the Facilities or, where the Facilities are to be accepted in parts, eighteen (18) months after the date of operational acceptance of the last part or (date), whichever comes first.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

If the defect liability period is extended with respect to any part of the Facilities in accordance with the Contract, the validity of this Letter of Guarantee shall be extended with respect to five percent (5 %) of the Contract Price of that part until expiry of such extended defect liability period.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given hereunder shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder, without notice to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Yours truly,

(name of the bank)

.....
(authorised signature)

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Appendix 11. Bank Guarantee Form for Advance Payment

Date

Loan/Credit No.

Contract No.:

To:

United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia

Dear Ladies and/or Gentlemen,

We refer to the Contract agreement (“the Contract”) signed on between you and (“the Contractor”) concerning design, execution and completion of Rehabilitation and extension of WWTP, Georgia.

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an advance payment in the amount of (10 %) percent of the total Contract Price due to the Contractor, namely a payment of:

.....
(Amount of foreign currency in words)

..... (.....)
(Amount in figures)

and

.....
(Amount of local currency in words)

..... (.....)
(Amount in figures)

By this letter we, the undersigned,, a Bank (or company) organised under the laws of and having its registered/principal office at do hereby jointly and severally with the Contractor irrevocably guarantee repayment of the said amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfil its obligations under the terms of the said Contract and in the event of such failure, refuses to repay all or part (as the case may be) of the said advance payment to the Employer.

Provided always that the Bank’s obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts which have been repaid by the Contractor from time

to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor until the date upon which the Contractor has fully repaid the amount so advanced to the Employer in accordance with the terms of the Contract. At the time at which the outstanding amount is NIL, this Guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

Yours truly,

(name of the bank)

.....
(authorised signature)

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Appendix 12. Form of Completion Certificate

To: _____ Date
Loan/Credit No.
Contract No.:

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GC 10.3 [Interference with Tests on Completion] of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the Rehabilitation and extension of WWTP, we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby take over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: Rehabilitation and extension of WWTP, Georgia
2. Date of Completion: <dd/mm/yyyy>

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the defects liability period.

Truly yours,

.....
(title)
(Project Manager)

Rehabilitation and extension of WWTP, Georgia

Volume III

The Requirements

VOLUME III. i.

TECHNICAL SPECIFICATIONS

According to separate folder

VOLUME III. ii.

DRAWINGS AND OTHER DOCUMENTATION

According to separate folder