



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

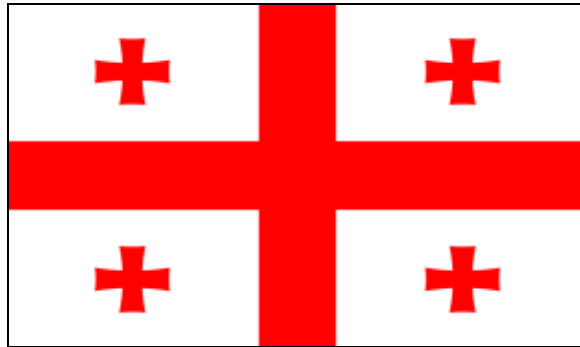
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**Manual Part B – Works
Methodology of projects under the terms of the EU**

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GEORGIA



INFRASTRUCTURE PROJECT

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

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

MONTH/YEAR

Tender Document for Procurement

Procurement of: REHABILITATION AND EXTENSION OF WWTP

Issued on: Month/Year

Tender No: < number >

Contracting Authority: United Water Supply Company of
Georgia

Country: Georgia

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VOLUME I

THE TENDER

VOLUME 1
SECTION 1
INSTRUCTIONS TO TENDERERS

SECTION I INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: _____

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline will lead to rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; this may result in immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide, which is applicable to this call (available on the internet at this address: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

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GENERAL PART

GENERAL INSTRUCTIONS

Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.

Timetable

	DATE	TIME*
Clarification meeting	< Date >	< Time >
Site visit	< Date >	< Time >
Deadline for requesting any additional information from Contracting Authority	< 21 days before deadline for tenders >	< Time >
Last date on which additional information are issued by Contracting Authority	< Date 11 days before deadline for tenders >	-
Deadline for submitting tenders	<Date>	< Time >
Tender opening session	<Date>	< Time >
Notification of award to the successful tenderer	< Date at most 90 days after deadline for tenders >	-
Signature of the contract	< Date at most 150 days after deadline for tenders >	-

*** All times are in the time zone of the country of Contracting Authority Provisional date**

FINANCING

The project is <co-financed/financed> by the European Union, in accordance with the rules of <specify the programme and the Regulation 236/2014 if applicable> programme.

[The project is co-financed by < Specify financing body >.]

PARTICIPATION

[BUDGET]

[BUDGET for calls where the CIR applies: Participation is open to all natural persons who are nationals of and legal persons [participating either individually or in a grouping (consortium) of tenderers] which are effectively established in a Member State of the European Union or in a eligible country or territory

as defined under the Regulation (EU) N°236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable Instrument under which the contract is financed (see also heading 22 below). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased is below 100, 000 euros.

BUDGET for calls where the CIR does not apply (e.g. for IPA I): Participation is open to all legal persons [participating either individually or in a grouping (consortium) of tenderers] which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (see item 22 below). All goods supplied under this contract must originate in one or more of these countries. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed].

[EDF]

Participation in the call for tender is open on equal terms to natural and legal persons (participating either individually or in a grouping (consortium) of tenderers) established in one of the Member States of the European Union, ACP States or in a country or territory authorized by the ACP-EC Partnership Agreement under which the contract is financed. Participation is also open to international organisations.]

These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law. In case of doubt, Contracting Authority may ask the tenderer to provide evidence demonstrating actual compliance with the "establishment" criteria. For this purpose, legal person will have to demonstrate that their legal person is formed under the law of an eligible State and that its real seat is within an eligible State. "Real seat" must be understood as the place where its managing board and its central administration are located or its principal place of business.

The eligibility requirement detailed in Sub-Clauses 3.1 and 3.2 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers. Every tenderer, member of a joint venture/consortium, every subcontractor providing more than 10% of the works and every supplier providing more than 10% of the works must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. Contracting Authority may accept other satisfactory evidence that these conditions are met.

Natural persons, companies or undertakings falling into a situation set out in section 2.3.3 of the Practical Guide are excluded from participation in and the award of contracts. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide. The declarations must cover all the members of a joint venture/consortium. Tenderers guilty of making false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.

The exclusion situation referred to in Sub-Clause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers.

The upper limit authorised for subcontracting is 30 % of the value of the tender¹.

[EDF only: In the selection of subcontractors, preference must be given by the **Contractor** to natural persons, companies or firms of ACP States capable of **performing the work** required on similar terms.]

ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by Contracting Authority.

TENDER EXPENSES

The tenderer will bear all costs associated with preparing and submitting the tender. Contracting Authority will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

SITE INSPECTION

The tenderer is <strongly advised/obliged> to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works. [Date, time and place, see point 13 of the contract notice.]

A clarification meeting and/or a site visit <will/will not> be held by Contracting Authority [Date, time and place, see point 13 of the contract notice].

[The minutes of the <clarification meeting and the site visit/site visite> will be published on the EuropeAid website. As proof of participation, tenderers will receive a certificate of their site visit.]

TENDER DOCUMENTS

CONTENT OF TENDER DOCUMENTS

The set of tender documents comprises the documents specified in the invitation letter.

Tenderers bear sole liability for examining with appropriate care the tender documents, including design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the

¹ If the tender includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

tenderer is successful, no claim for altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

EXPLANATIONS CONCERNING TENDER DOCUMENTS

Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

<Contact Name>

<Address>

<Fax>

<E-mail>

Contracting Authority has no obligation to provide additional information after this date.

Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.

The questions and answers will be published on the EuropeAid website at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> [enter other media, as applicable].

MODIFICATIONS TO TENDER DOCUMENTS

Contracting Authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submitting tenders.

Each modification published will constitute a part of the tender documents and will be published on the EuropeAid website <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> [enter other media, as applicable].

Contracting Authority may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDER PREPARATION

LANGUAGE OF TENDERS

The tender and all correspondence and documents related to the tender exchanged by the tenderer and Contracting Authority must be written in the language of the procedure, which is English. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to Contracting Authority in English.

If supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

CONTENT AND PRESENTATION OF TENDER

Tenders must satisfy the following conditions:

Tenders must comprise the documents and information in clause 12 below.

The tender must be signed by a person or persons empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier.

The relevant pages of the documents specified in clause 12 must be signed as indicated.

The tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

<To be customised to the requirements of the tender dossier>

All tenders must comprise the following information and duly completed documents:

Tender form and appendix, using the forms provided in Volume 1, section 2;

Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;

The forms provided in Volume 4:

[for lump-sum contracts]:

Volume 4.2.2 - Summary;

Volume 4.2.3 - Breakdown of the lump-sum price;

Volume 4.2.4 - <if applicable:> Daily work schedule;

Volume 4.2.5 - Detailed Breakdown of Prices.

The Breakdown of the Lump-sum Price and the Detailed Breakdown of Prices do not derogate in any way to the clause stating that, in a lump-sum contract, the total contract price remains fixed irrespective of the quantity of work actually carried out.]

[for unit price contracts]:

Volume 4.3.2 - Bill of Quantities;

Volume 4.3.3 - Price Schedule;

Volume 4.3.4 - <if applicable:> Daily work Schedule;

Volume 4.3.5 - Detailed Breakdown of Prices.]

The prices in Volume 4 are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders.

The Detailed Breakdown of Prices must be used when required for any purpose under the contract, notably to provide the coefficients for applying the price revision formula referred to in Article 48.2 of the Special Conditions.

<For tenders below the international threshold (5.000.000 Euros) it is not compulsory for Contracting Authority to request tenderers to provide the information required in the Detailed Breakdown of Prices in Volume 4. However, given that the price revision formula referred to in Article 48.2 of the Special Conditions uses the coefficients provided by the Detailed Breakdown of Prices, the decision not to ask for the detailed breakdown of prices implies that Contracting Authority will use its own established price revision formula.>

Cash flow statements.

Copies of the most recent documents showing the organisation chart, legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation. These documents must follow the forms in Volume 1, Section 4 of the tender dossier:

[To be completed in accordance with the questionnaire in Volume 1, Section 4]

general information about the tenderer (Form 4.1)

organisation chart (Form 4.2)

power of attorney (Form 4.3).

Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last three years verified by a chartered accountant. This evidence must be provided using Form 4.4, Financial statement, in Volume 1, Section 4 of the tender documents.

Financial projections for the two years ahead. This information must follow Form 4.4, Financial statement, provided in accordance with Volume 1, Section 4 of the tender documents.

Financial identification form (Form 4.5a, Volume 1) and Legal Entity File (Form 4.5b, Volume 1). If the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime.

Information about the tenderer's technical qualifications. This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

a presentation of the tenderer's organisation, including the total number of Staff employed (Form 4.6.1.1),

a list of the Staff proposed for execution of the contract, with the CVs of key Staff (Forms 4.6.1.2 and 4.6.1.3),

a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include amongst others, the following elements:

< Trenching machines

Dewatering plant

Concrete mixing and placing plant

Cranes and lifting equipment ...>

The tenderer must indicate whether this equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender (Form 4.6.2);

a list of materials and any supplies intended for use in the works, stating their origin;

a work plan with brief descriptions of the main tasks (Form 4.6.3), showing the sequence and proposed timetable for implementing the tasks. In particular, the proposal must detail the temporary and permanent works to be constructed. The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and Staff it proposes to use on the main areas of work;

a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);

data on subcontractors and the percentage of works to be subcontracted (Form 4.6.3);

evidence of relevant experience in carrying out works of a similar nature, including the nature and value of the contracts, works in hand and contractually committed (Form 4.6.4). The evidence must include successful experience as the prime contractor in construction of at least <X> projects of the same nature and complexity comparable to the works concerned by the tender during the last <X> years;

information regarding the proposed main site office (Form 4.6.3);

an outline of the quality assurance system(s) to be used (Form 4.6.7).

if applicable, information on tenderers involved in a joint venture/consortium (Form 4.6.5);

details of their litigation history over the last <X> years (Form 4.6.6);

details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);

any other information (Form 4.6.9).

Proof documents, declarations and undertakings according to clauses 3.1-3.6 above. These documents should cover all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers as specified.

Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided.

The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93.

[EDF: Goods originating in the EU include goods originating in the Overseas Countries and Territories]

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide.

Modifications (if any);

[Tender guarantee is optional in local tenders: Tender guarantee, using the form provided in Volume 1, Section 3:]

[If obligatory site visit: All tenders must include the site visit certificate.]

In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12.1 above and any additional forms tenderers may wish to use.

If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.

The selection criteria for each tenderer are as follows:

.....
.....

Economic and financial capacity of candidate:

Examples of financial criteria:

the average annual turnover of the tenderer in the past 3 years must be at least <EUR/NC> <.....>

if it is the sole tenderer, it must have access to sufficient credit and other financial facilities to cover the required cash flow for the duration of the contract. In any case, the amount of credit available must exceed the equivalent of <EUR/NC> <.....>

<reference criterion>

etc.

Technical and professional capacity of candidate:

.....
.....

Examples of professional and technical criteria:

it must have completed at least <X> projects of the same nature/amount/complexity as the works concerned by the tender and implemented during the following period: < 5 years from the submission deadline, please specify the dates>.

Contracting Authority reserves the right to ask for copies of certificates of final acceptance signed by the supervisors/Contracting Authority of the projects concerned.

it must carry out at least 70 % of the contract works using its own resources, which means that it must have the equipment, materials, human and financial resources necessary to carry out that percentage of the contract.

if it is the lead member of a joint venture/consortium, it must be able to carry out at least 50 % of the contract works using its own means.

if it is a partner of a joint venture/consortium (i.e. not the lead member) it must be able to carry out at least 10 % of the contract works using its own means.

all its key Staff must have at least <X> years' appropriate experience and proven qualifications relevant to works of a similar nature to this project.

<reference criterion>

etc.

An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may *not* be considered appropriate by Contracting Authority are when the tenderer relies mostly on the capacity of other entities or when it relies on key criteria. If the tenderer relies on other entities, it must prove to Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be furnished at the request of Contracting Authority.

Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfill the following requirements:

The tender must include all the information required in 12.1 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.

The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all members. See Form 4.6.5 in Volume 1 and the tender form.

All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

[For tenders below EUR 5.000.000]

[Documentary proof/evidence of financial and economic standing and technical and professional capacity, referred to in 12.2 of these Instructions to Tenderers, is not obligatory for tenders below EUR 5 000 000. However, it is obligatory if a pre-financing payment is requested, unless a financial guarantee of an equivalent amount is provided.]

TENDER PRICES

The currency of the tender is the EURO

The tenderer must provide Breakdown of the Lump-sum Price in Euro. The tender price must cover all works as described in the tender documents. All sums in Breakdown of the Lump-sum Price, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.

Tenderers must quote all components of Breakdown of the Lump-sum Price. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Breakdown of the Lump-sum Price. Prices do not include taxes and fiscal duties, as exoneration is explicitly given in the contract. Non-exonerated taxes and fiscal duties, apart from those stated separately in the financial tender templates, are covered in:

the Lump-sum Price of the contract and in the various prices of the Breakdown of the Lump-sum Price.

If a discount is offered by the tenderer, it must be clearly specified in Breakdown of the Lump-sum Price in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for all works.

If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

PERIOD OF VALIDITY OF TENDERS

Tenders must remain valid for a period of 90 days after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.

In exceptional circumstances, Contracting Authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting its tender guarantee. If the tenderer decides to accept the request, it may not amend its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender.

The successful tenderer must maintain its tender for a further 60 days. This period is in addition to the validity period, irrespective of the date of notification.

TENDER GUARANTEE

EITHER:

[The tenderer must provide, as a part of its tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to Contracting Authority that meets the essential requirements set out therein. The tender guarantee must be for an amount of <amount indicated in the contract notice>. The original guarantee must be included in the original tender.

It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to Contracting Authority.

The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to Contracting Authority for the requisite amount.

The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.

The tender guarantee of the successful tenderer must be released when the tenderer has signed the contract and provided the requisite performance guarantee.]

OR: [No tender guarantee is required.]

VARIANT SOLUTIONS

[If variant solutions are not allowed:

Variant solutions will not be taken into consideration.]

[If variant solutions for a price equal to or below the price of the original tender of the selected tenderer are allowed:

Variant solutions will be taken into consideration only if the variant solution has a price equal to or below the price of the original tender of the selected tenderer.

<Tenderers must submit tenders in accordance with the requirements of the tender dossier. If the invitation to tender provides for variants to be submitted, the technical specifications must specify the subject, limits and basic conditions applicable. If tenderers wish to submit variant technical proposals, they may do so. Only variants proposed by the selected tenderer will be considered by Contracting Authority.

Variant solutions must include all the details necessary for their full evaluation, including the proposed drawings, design calculations, technical specifications, price schedule and methods. Any variant solution must comprise:

- (a) an individual tender for the variant solution;
- (b) a demonstration of the advantages of the variant solution over the initial solution, including a quantifiable justification of any economic and/or technical advantages;
- (c) the drawings and specifications provided for in the initial solution which are not affected by the variant solution;
- (d) the drawings and specifications affected by the variant solution;
- (e) a technical note on the design of the variant solution and, where appropriate, drawings and calculations;

The rates and prices inserted in the budget breakdown must correspond to the conditions laid down in the tender documents. Tenderers must clearly indicate in their variants what additions and subtractions are to be made for each rate and price if Contracting Authority accepts the variant and its specific features.

Any variant proposals must be submitted in a separate inner envelope, clearly marked 'variant', and it must contain a technical and a financial offer.]

The prices inserted in <for unit-price contracts:> the Bill of Quantities and Price Schedule/ <for lump-sum contracts:> Breakdown of the Lump-sum Price must tally with the conditions laid down in the tender documents.

SUBMISSION OF TENDERS

SEALING, MARKING AND SUBMITTING TENDERS

The complete tender must be submitted in one original, clearly marked 'original' and < x > copies, clearly marked 'copy'. In the event of any discrepancy between them, the original will prevail.

The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires a separate submission for each lot.

All tenders must be received by Contracting Authority before the deadline set in point 19 of the Contract notice, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by < x > or its representative.

The tender must be sent to the following address:

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

If tenders are hand delivered they should be delivered to the following address:

< full delivery address including opening hours >

Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

the above address;

the reference code of this tender procedure, (i.e., <publication reference>);

where applicable, the number of the lot(s) tendered for;

the words 'Not to be opened before the tender opening session' in the language of the tender dossier and <equivalent phrase in the local language>.

the name of the tenderer.

EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

Contracting Authority may, on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

LATE TENDERS

All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by Contracting Authority. The guarantees will be returned to the tenderers.

No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

ALTERING AND WITHDRAWING TENDERS

Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must be marked 'alteration' or 'withdrawal', as appropriate.

Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

OPENING AND EVALUATING TENDERS

OPENING TENDERS

The purpose of opening and examining tenders is to check whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents are included and whether the tenders are generally in order.

Tenders will be opened in public session on the date and venue specified in Article 20 of the Contract notice by the committee appointed for that purpose. The committee will draw up minutes of the meeting, which must be available to tenderers on request.

At the tender opening session, the tenderers' names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information Contracting Authority may consider appropriate may be announced.

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

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of its tender.

EVALUATING TENDERS

Contracting Authority reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

Examination of the administrative compliance of tenders

The aim at this stage is to check that tenders comply with the requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The evaluation committee will check that each tender:

has been properly signed;

includes a correct tender guarantee (if required);

meets the requirements as set out in the administrative compliance grid;

has complete documentation and information;

substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

The purpose of the evaluation process is to identify the tenderer which for the lowest cost is most likely to enable Contracting Authority to achieve its objectives of having a facility that is completed on time, meets the published criteria and is within the budget available. The evaluation of tenders may take into account not only the construction costs but, if necessary, the operating costs and resources required (ease of operation and maintenance), in line with the technical specifications. Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

At this step of the evaluation procedure, the committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

Financial evaluation

Once the technical evaluation has been completed, the evaluation committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several lots, financial offers are compared for each lot. The financial evaluation will have to identify the best financial offer for each lot, taking due account of any discounts offered.

When analysing the tender, the evaluation committee will calculate the final tender price after adjusting it on the basis of Clause 23.

CORRECTING ERRORS

Possible errors in the financial offer will be corrected by the evaluation committee as follows:

where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected and its tender guarantee forfeited.

CONTRACT AWARD

AWARD CRITERIA

To be used in all cases except where a derogation has been granted for a different award criteria:

The sole award criterion will be price. The contract will be awarded to the lowest compliant tender.

[EDF only: To encourage the widest participation of natural or legal persons of ACP States in the performance of contracts, special preference measures must be taken in order to permit the optimisation of the physical and human resources of those States. See section 2.4.10 of the Practical Guide.]

Notification of award, contract clarifications

Prior to the expiry of the validity period of tenders, Contracting Authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarification will be set out in a memorandum of clarification, to be signed by both parties and incorporated into the contract.

For tenders below EUR 5 000 000, the documentary evidence described below is optional, see section 2.3.3 of the Practical Guide:

[Documentary evidence required from the successful tenderer:

Before Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence, documents or statements must carry a date, which cannot be more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then. The above-mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors providing more than 10% of the works and every supplier providing more than 10% of the works. For any other subcontractor or supplier, the successful tenderer must submit a declaration from the intended subcontractor or supplier that it is not in one of the exclusion situations. In the event of doubt on this declaration of honour, Contracting Authority must request documentary evidence that they are not in a situation of exclusion.]

Evidence of financial, economic, technical and professional capacity according to the selection criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.]

After the contract has been signed and the successful tenderer has provided the performance guarantee, in accordance with Clause 26, Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

CONTRACT SIGNING AND PERFORMANCE GUARANTEE

Within 30 days of receipt of the contract already signed by Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable) to Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, Contracting Authority may consider the acceptance of the tender to be cancelled, without prejudice to Contracting Authority's right to invoke the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on Contracting Authority.

The performance guarantee referred to in the General Conditions is set at <insert a percentage between 5 and 10% as specified in the contract notice> of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released in accordance with the Special Conditions.

CANCELLATION OF THE TENDER PROCEDURE

In the event of cancellation of a tender procedure, tenderers will be notified by Contracting Authority. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;

the economic or technical parameters of the project have been fundamentally altered;

exceptional circumstances or force majeure render normal execution of the project impossible;

all technically compliant tenders exceed the financial resources available;

there have been irregularities in the procedure, in particular where these have prevented fair competition;

the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if Contracting Authority has been informed of the possibility of damage. Publication of a contract notice does not commit Contracting Authority to implement the programme or project announced.

ETHICS CLAUSES

Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

Without Contracting Authority's prior written authorisation, the Contractor and its Staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

When putting forward a candidacy or tender, the candidate or tenderer must declare that it is not affected by any conflict of interest, and that it has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform Contracting Authority.

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without Contracting Authority's prior approval. It may not commit Contracting Authority in any way without its prior written consent.

For the duration of the contract, the Contractor and its Staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its Staff must not exercise any activity or receive any advantage inconsistent with their obligations to Contracting Authority.

The Contractor and its Staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during execution of the contract.

The Contractor must refrain from any relationship likely to compromise its independence or that of its Staff. If the Contractor ceases to be independent, Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with Contracting Authority.

All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, Contracting Authority may refrain from concluding the Contract.

APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

To be included only in case of direct management:

DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), it will be processed² solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies charge with monitoring or inspection tasks in application of Union law. Details concerning processing of your personal data are available on the privacy statement at:

<http://aideprgp.cc.cec.eu.int:1261/europeaid/prag/annexes.do?group=A&locale=en>³

For EuropeAid: The Controller of call for tenders is the Head of Unit R3⁴

² Pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

³ This link will lead you to the new " EuropeAid privacy statement" published among the Prag General Annexes.

For Enlargement; The Controller of your call for tender is <please add the name of your Controller>

For any other DG: <please add the name of your Controller >

To be included only in case of direct management:

EARLY WARNING SYSTEM AND CENTRAL EXCLUSION DATABASE

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p.125) or

Commission Regulation of 17.12.2008 on the Central Exclusion Database (CED) (OJ L344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract.]

* * *

⁴ The data controller may be the unit or directorate in charge of the contract, or the entity declared to the Data Protection Officer as data controller for all procurements in a given DG.

VOLUME 1

SECTION 2

TENDER FORM

APPENDIX TO THE TENDER

TENDER FORM FOR A WORKS CONTRACT

Publication reference: < Publication reference >

Name of contract: Rehabilitation and extension of WWTP, Georgia

<Place and date>

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

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be sent to Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality⁵
Leader⁶		
Member 2*		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER’S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format.

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [.....] of [././..]. We hereby accept its provisions in their entirety, without reservation or restriction.

⁵ Country in which the legal entity is established.

⁶ Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as ‘leader’ (and all other lines should be deleted).

2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

Lot No 1: Rehabilitation and extension of WWTP, Georgia

3. The price of our tender [*excluding the discounts described under point 4*] is:

Lot No 1: [.....]

4. We will grant a discount of [%], or [.....]
5. This tender is valid for a period of 90 days from the final date for submission of tenders.
6. If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 15 of the Special Conditions.
7. Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>

8. We are making this tender [on an individual basis/as member of the consortium led by < name of the Leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].
9. We are not in any of the situations excluding us from participating in contracts listed in section 2.3.3 of the Practical Guide. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.

11. We will inform Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
12. We note that Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
13. We fully recognize and accept that we may be excluded from tender procedures and contracts, in accordance with the Section 2.3.4 of the Practical Guide, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within five years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations, commit substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement.
14. We are aware that, for the purposes of safeguarding the financial interests of the European Union, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]

APPENDIX TO TENDER FOR A WORKS CONTRACT
 [.....]

Publication reference: < Publication reference >

Title of contract: Rehabilitation and extension of WWTP, Georgia

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

	Sub-Clauses of General Conditions or Special Conditions	Data / date
United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia	Article 4.4	
Name and address of the tenderer	<To be completed by the tenderer>	
Name and address of the representative of Contracting Authority	<To be completed by CONTRACTING AUTHORITY>	
Financing Authority	<To be completed by CONTRACTING AUTHORITY>	
Deadline for notice to commence	< >	
Period of Implementation	Article 34.1	18 months
Currency	Article 44.1	EUR
Law of the contract	Article 69.1	Law of Georgia
Language of the contract	Article 2.	English
Language of communication	Article 2.	English
Amount of performance guarantee	Article 15.1	10 % of contract price
Deadline for submitting the programme	Article 17.1	30 days

Price Adjustment Formulae	48.2	Not applicable
Minimum amount of interim payment certificate	50.7	100.000,00 EUR
Normal working hours	Article 14.4	07:00 a.m - 06:00 p.m. Monday to Friday
Trial Operation	Article 58. 1, 58.2	60 days
Period after the effective date during which Contracting Authority's representative must issue notice to commence the works	Article 33.1	max. 60 days
Liquidated damages for the works	Article 36.	0, 1 % of contract price/day
Limit of liquidated damages for delays	Article 36.	20 % of contract price
Percentage of retention monies	Article 47.1	10 % of each installment
Amount of insurance for design	Article 16.1 d)	50.000,00 EUR
Amount for pre-financing	46.2	10 % of contract price
Amount of Third-Party insurance	Article 16.1 c)	200.000,00 EUR
Amount of CAR insurance	Article 16.1 a)	min. 1.000.000,00 EUR
Defects liability period	Article 61.7	24 months
Number of members of dispute-settlement committee	Article 68.2	3 members of Committee
Member of dispute-settlement committee (if not agreed) to be nominated by	Article 68.3	European Commission

Signature _____

Capacity _____

duly authorized to sign for and on behalf of _____

VOLUME 1

SECTION 3

TENDER GUARANTEE FORM

Works contract

(To be completed on paper bearing the letterhead of the financial institution)

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

referred to below as the 'Contracting Authority'

Title of contract: <Title of contract>
Identification number: [Publication reference]

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of [Tenderer's name and address], payment to Contracting Authority of [amount of the tender guarantee], this amount representing the guarantee referred to in Article 11 of the Procurement Notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of expiry of the tender validity period, including any extensions, in accordance with Article 15 of the Instructions to Tenderers [and in any case at the latest on (one year after the deadline for submitting tenders)].⁷

The law applicable to this guarantee shall be that of the country of Contracting Authority or the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of in the country of Contracting Authority.

The guarantee will enter into force and take effect from the submission deadline of the tender.

⁷ This mention has to be inserted only where required, for example where the law applicable to the guarantee stipulates a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

Done at, ././..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

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SECTION 4

QUESTIONNAIRE

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QUESTIONNAIRE
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Additional notice to tenderers

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- Form 4.3 Power of attorney**
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- Form 4.5 a) Financial identification form
 b) Legal entity files**
- Form 4.6 Technical qualifications**
 - 4.6.1 Staff
 - 4.6.2 Plant
 - 4.6.3 Work plan and programme
 - 4.6.4 Experience as contractor
 - 4.6.5 Information on joint ventures
 - 4.6.6 Litigation history
 - 4.6.7 Quality assurance system(s)
 - 4.6.8 Accommodation for the Supervisor
 - 4.6.9 List of Documents for Approval or Review
 - 4.6.10 Further information

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SECTION 4

ADDITIONAL NOTICE TO TENDERERS

1. Tenderers must answer all questions contained in the forms.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, 'not applicable' should be entered alongside with a brief explanation.
4. Every page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations submitted by the tenderer must be given in euro or national currency. Original bank statements may be also attached for reference.
6. If the requested supporting documents/certificates are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. If the documents are in an official language of the European Union, other than the procedural language, it is however strongly recommended to provide a translation into the language of the call for tenders in order to facilitate the evaluation of the documents.
7. Each member of a joint venture/consortium must fill in and submit every form.
8. Firms applying as a joint venture/consortium must also complete Form 4.6.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
10. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please be aware that a lack of data may result in their non-compliance in the related item of evaluation.

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SECTION 4

FORM 4.1

GENERAL INFORMATION ABOUT THE TENDERER

- 4.1.1. Name of company
.....
.....
- 4.1.2. Registered address
.....
.....Telephone
- 4.1.3. Fax..... Telex..... E-mail.....
- 4.1.4. Names and nationalities of principals/directors and associates.....
.....
.....
- 4.1.5. Type of company (natural person, partnership, corporation, etc.).....
- 4.1.6. Description of company (e.g. general civil engineering contractor)
- 4.1.7. Company's nationality
- 4.1.8. Number of years' experience as contractor
 - in own country.....
 - internationally.....
- 4.1.9. Registration details
.....
.....
Please attach copy of the registration certificate
- 4.1.10. Equity in the company
Shares (%).....
.....
- 4.1.11. Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other:.....
.....
.....
- 4.1.12. If the company is a subsidiary, what involvement, if any, will the parent company have in the project?
.....
- 4.1.13. Foreign companies must state whether they are established in the state of Contracting Authority in accordance with applicable regulations (for information only)

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:.....

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SECTION 4
FORM 4.2
ORGANISATION CHART

Please give details here below of the organisation chart of your company, showing the position of directors, key Staff and functions.

Signature.....

(a person or persons authorised to sign on behalf of the tenderer)

Date.....

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SECTION 4:
FORM 4.3
POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature:
(a person or persons authorised to sign on behalf of the tenderer)

Date:

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SECTION 4

FORM 4.4

FINANCIAL STATEMENT

Please provide all of the information required in Euro.

4.4.1 Basic capital

Amount..... Euro
Currency..... Euro
Authorised..... Euro
Issued..... Euro

4.4.2 Annual value of construction work undertaken for each of the last three years, and projected for the next two years.

Euro o	Year-3	Year-2	Last year	Current year	Year +1	Year +2
At home						
Abroad						
Total						

4.4.3 Approximate value of works in hand (at home and abroad)
..... (Euro)

4.4.4⁸ Please attach copies of the company's certified statements of account for the previous three years (with translations into the procedural language, if necessary) from which the following basic data will be abstracted. Please provide estimates of the same information for the next two years.

⁸ Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.

Euro or NC	Year-2	Year-1	Last year	Current year	Year+1	Year+2
1.Total assets
2.Total liabilities
<i>Net Value (1 minus 2)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>
3.Liquid assets
4.Short-term debts
<i>Working capital (3 minus 4)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>
5.Pre-tax profits
6.Losses

4.4.5 Name and address of banks (principal/others):

.....

4.4.6 Please enclose a reference/certificate about the financial situation of the company and its access to credit facilities (maximum amount of credit facility to be stated in Euro)

Signature:
 (person(s) authorised to sign on behalf of the tenderer)



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf

<u>ACCOUNT NAME</u>	
ACCOUNT NAME <input type="checkbox"/>	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

The name or title under which the account has been opened and not the name of the account holder

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E-MAIL	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN <input type="checkbox"/>	<input type="text"/>

If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE

DATE + SIGNATURE OF ACCOUNT HOLDER





LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

INDIVIDUAL

NAME FIRST
NAME
(NAME 2)
(NAME 3)

OFFICIAL ADDRESS

(OFFICIAL ADDRESS = YOUR PERMANENT ADDRESS; GENERALLY THE ONE WHICH IS REGISTERED ON YOUR IDENTITY CARD)

POSTCODE **P.O. BOX**
TOWN/CITY
COUNTRY

VAT N°
IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT

IDENTITY CARD NUMBER

PASSPORT NUMBER

DATE OF BIRTH **PLACE OF BIRTH**
D D M M Y Y Y Y

COUNTRY OF BIRTH

PHONE **FAX**

**THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH
A LEGIBLE PHOTOCOPY OF THE IDENTITY CARD OR PASSPORT**

DATE A DATE AND SIGNATURE



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

PRIVATE COMPANY

LEGAL FORM

NAME(S)

ABBREVIATION

ADDRESS OF
HEAD OFFICE /
FISCAL
ADDRESS

POSTCODE
TOWN/CITY
COUNTRY

 P.O. BOX

VAT N° ^c

PLACE OF REGISTRATION

DATE OF REGISTRATION

D D M M Y Y Y Y

REGISTRATION N° ^d

PHONE

FAX

^c A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT ^d BELOW.

^d A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE:



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

PUBLIC ENTITY

LEGAL FORM	<input type="text"/>		
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN / CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT N°	<input type="text"/>		
<i>IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT</i>			
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
REGISTRATION N°	<input type="text"/>	<input type="text"/>	<input type="text"/>
PHONE	<input type="text"/>		

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED, SIGNED, STAMPED AND RETURNED TOGETHER WITH:
- A COPY OF THE RESOLUTION, LAW, DECREE OR DECISION ESTABLISHING THE ENTITY IN QUESTION;
- OR, FAILING THAT, ANY OTHER OFFICIAL DOCUMENT ATTESTING TO THE ESTABLISHMENT OF THE ENTITY BY THE NATIONAL AUTHORITIES

DATE

NAME + FUNCTION OF AUTHORISED REPRESENTATIVE

SIGNATURE

STAMP

GLOSSARY

ACP States	The Africa, Caribbean and Pacific States signatories of the ACP-EC Partnership Agreement.
Addendum	A document modifying the terms and conditions of a contract.
Action document (previously known as Action Fiche)	Document describing each action planned in the Annual Action Programme (AAP).
Administrative order	Any instruction or order issued in writing by the Supervisor to the Contractor regarding the execution of the contract.
Annual Action Programme (AAP)	The Annual Action Programme constitutes the financing decision adopted at the formulation stage and required to finance a project/programme with EU/EDF resources. It consists of several Action documents – one for each action.
Appropriate media	Publication in the Official Journal of the European Union and on the EuropeAid website is obligatory for most contracts covered by this Guide. Publication in the press of beneficiary countries and, if need be, specialized publications may be necessary or advisable.
Best value for money	See "most economically advantageous offer".
Bill of quantities	The document containing an itemized breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price.
Budget breakdown	The schedule which breaks down the contract value according to the different items or services, stating out fee rate, unit prices and lump sums for each item provided.
Call for proposals	A public invitation by Contracting Authority, addressed to clearly identified categories of applicant, to propose operations within the framework of a specific EU programme.
Candidate	Any natural or legal person that has sought an invitation to take part in a restricted or negotiated procedure.
Clearance	The amount of expenditure incurred in accordance with the Contract which Contracting Authority, after examination of the expenditure verification report or the supporting documents, accepts for deduction from the total sum of pre-financing under the Contract.
Commission	The European Commission

Competitive Dialogue	Procedure only used for particularly complex contracts. A contract notice sets out the needs and requirements and Contracting Authority opens a dialogue with candidates satisfying the selection criteria announced in the contract notice.
Competitive negotiated procedure	Procedure without prior publication of a procurement notice, in which only candidates invited by Contracting Authority may submit tenders.
Conflict of interests	<p>Any event influencing the capacity of a candidate, tenderer, applicant or contractor or grant beneficiary to give an objective and impartial professional opinion, or preventing it, at any moment, from giving priority to the interests of Contracting Authority. Any event that compromises the impartial and objective exercise of the functions or Contracting Authority, or the respect to the principles of competition, non-discrimination or equality of treatment of candidates/tenderers/applicants with regards to the award procedure or contract. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer, applicant or contractor. These restrictions also apply to any sub-contractors and employees of the candidate, tenderer, applicant or contractor.</p> <p>There is also a conflict of interests where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.</p>
Consortium	A grouping of eligible natural and legal persons or public entities which submits a tender or an application, under a tender procedure or in response to a Call for Proposals. It may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure or Call for Proposals. All members of a consortium (i.e., the leader and all other partners) are jointly and severally liable to Contracting Authority.
Contract	An agreement, between two or more persons or entities, with specific terms and an undertaking to provide services, supplies and/or works in return for a financial consideration.

Contract budget	<p>A summary of the costs of performing the contract. The total of these costs is the contract value or contract price.</p> <p>In the case of works the sum represents the initial estimate payable for the execution of the works or such other sum as ascertained by the final statement of account as due to the contractor under the contract.</p> <p>In the case of grants the budget shows the eligible costs for funding and the total costs. The income must also be detailed.</p>
Contract price	See "Contract budget".
Contract value	See "Contract budget".
CONTRACTING AUTHORITY	Entity referred to in Article 190.2 of Regulation (EU, Euratom) No 966/2012, i.e., (i) in case of direct management: the European Commission on behalf of and for the account of the beneficiary country/countries, (ii) in case of indirect management: the State or the entity concluding the contract as provided for (where appropriate) in the Financing Agreement.
Contractor	Any natural or legal person or public entity or consortium of such persons and/or bodies selected at the end of the procedure for the award of the contract. The successful tenderer, once parties have signed the contract.
Corrigendum	Correction of a notice or guidelines already published in the Official Journal of the European Union and/or equivalent local publication and on the EuropeAid website.
Cost-plus contract	A contract where the contractor, when finished the agreed-upon work, receives compensation equal to their expenses plus a profit.
Day	Calendar day unless otherwise specified.
Dayworks	Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plants.
Defects liability period	The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor.
Direct award	The award of one or more grants without organising a call for proposals. A direct award is only appropriate under certain, special circumstances and must always be the subject of an evaluation report.

Drawings	Drawings provided by Contracting Authority and/or the Supervisor, and/or drawings provided by the Contractor and approved by the Supervisor, for the carrying out of the works.
Dynamic purchasing system	An electronic procedure used for making commonly used purchases. It is limited in duration and open throughout its validity. For each individual contract a contract notice is published inviting all the contractors admitted to the system.
EC	The European Commission.
EDF	The European Development Fund.
EU	The European Union.
Economic operator	Covers contractors, suppliers and service providers.
Equipment	Machinery, apparatus, components and any other articles intended for use in the works.
EuropeAid Web site	http://ec.europa.eu/europeaid/work/procedures/index_en.htm
Evaluation committee	A committee made up of a non-voting Chairperson, a non-voting secretary and an odd number (at least three) of voting members (the evaluators) with the technical and administrative expertise capacities necessary to give an informed opinion on tenders or grant applications.
Expenditure verification	The expenditure verification refers both to the process and the report by which an auditor verifies according to agreed-upon procedures contained in the relevant Terms of Reference that the Financial Report submitted by the contractor/beneficiary can be reconciled to the latter's accounting and bookkeeping system and to the underlying accounts and records. The auditor also verifies that the contractor/beneficiary complies with the relevant provision of the contract signed with the Commission.
Expert	A natural person employed or otherwise legally contracted by an eligible contractor, or where applicable subcontractor, engaged to provide the expertise required for the proper performance of a contract.
Explanatory note	A summary at the beginning of a contract dossier or addendum dossier explaining to the reader the purpose and essential features of the proposed contract or addendum.
Final acceptance certificate	Certificate(s) issued by the Supervisor (W) to the Contractor at the end of the defects liability period stating that the Contractor has completed its obligations.

Financing Agreement	An agreement between the European Commission and the beneficiary country which determines the objectives and scale of a future programme of assistance.
Financial offer	The part of a tender which contains all the financial elements of the tender, including its summary budget and any detailed price breakdown or cash-flow forecast required by the tender dossier.
Financing Memorandum	See Financing Agreement.
Foreign currency	Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.
Framework contract	<p>A framework contract is a contract concluded between a Contracting Authority and an economic operator for the purpose of laying down the essential terms governing a series of specific contracts to be awarded during a given period, in particular as regards the duration, subject, prices, conditions of performance and the quantities envisaged. Contracting Authority may also conclude multiple framework contracts, which are separate contracts with identical terms awarded to a number of suppliers or service providers.</p> <p>Not to be confused with framework partnership agreements, through which the Commission establishes long-term cooperation with grant beneficiaries (used by ECHO).</p>
General conditions	The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of all contracts of a particular type.
General damages	Damages which have not been agreed beforehand by the parties and awarded by a court or arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.
Goods	A tangible physical product where the property of what is purchased is transferred from the contractor to Contracting Authority (in the case of procurement contracts) or to the designated local partners of the beneficiary and/or final recipients of the action (in the case of grant agreements).
Head of Delegation	The representative of the European Union in third countries.
Hybrid contract	A contract between Contracting Authority and a service provider, supplier or construction firm covering two or more of the following: works, supplies and services.
Implementation period	The period from the signature, or alternative date if specified in the Special Conditions, until the provisional acceptance of the works.

InforEuro	http://ec.europa.eu/budget/inforeuro Website necessary to make any conversion into euro of the real costs borne by a contractor or grant beneficiary in other currencies.
Invitation to tender	Letter sent to shortlisted candidates in a restricted procedure or competitive negotiated procedure inviting them to submit a tender.
In writing	This includes any hand-written, typed or printed communication, including telex, cable, e-mail and fax transmissions.
Liquidated damages	Liquidated damages are damages which have been agreed beforehand by the parties, and recorded in the contract, as being a genuine estimate of the loss suffered by the injured party (e.g. compensation payable by the Contractor to Contracting Authority for failure to complete the contract or part of the contract within the contractual periods / compensation payable by Contracting Authority to the Contractor for failure to pay within the contractual periods shall be calculated in accordance with the method(s) outlined in the general conditions).
Mixed contract	See "Hybrid contract".
Month	Calendar month.
Most economically advantageous tender	The tender proposal judged best in terms of the criteria laid down for the contract, e.g. quality, technical properties, aesthetic and functional qualities, after-sales service and technical assistance in relation to the price offered. These criteria must be announced in the tender dossier.
National currency	The currency of the beneficiary country.
Negotiated procedure	Procedure without prior publication of a contract notice, in which Contracting Authority consults the candidate or candidates of its choice and negotiates the terms of the contract with one or more of them. This procedure may only be used exceptionally and when duly justified.
Open procedure	Calls for tender are open where all interested economic operators may submit a tender. Calls for proposals are open when the concept paper and full proposal are submitted at the same time.
PADOR	Potential Applicant Data On-line Registration (http://ec.europa.eu/europeaid/work/onlineservices/pador/index_en.htm)

Partner country	The country or state outside the European Union with which the European Union has an agreed programme of cooperation.
Period	A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.
Plant	Appliances and other machinery, and, where applicable under the law and/or practice of the state of Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.
Preferences (EDF only)	Term used for describing the preferences given during the evaluation process to tenderers from ACP countries, when their tenders are technically and economically equivalent with tenders submitted by tenderers of non-ACP nationality (see article 26 of the Annex IV to the Cotonou Agreement).
Price schedule	The completed schedule of prices, including the breakdown of the overall price, submitted by the contractor with his tender, modified as necessary and forming a part of the unit price contract.
Procurement procedure	The procedure followed by a Contracting Authority to identify, and conclude a contract with, a suitable contractor to provide defined goods, works or services.
Project	The project in relation to which the services/works/supplies are to be provided under the contract, and the project in relation to which the grant contract is awarded.
Project manager	The person responsible for monitoring the implementation of a project on behalf of Contracting Authority.
Provisional sum	A sum included in the contract and so designated for the implementation of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Supervisor.
Restricted procedure	Calls for tender are restricted where all economic operators may ask to take part but only candidates satisfying the selection criteria and invited simultaneously and in writing by the Contracting Authorities may submit a tender (applicable for services and works). Calls for proposals are restricted where all applicants may ask to take part but only the applicants who have been shortlisted are invited to submit a full proposal.

Site	The places provided by Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.
Special Conditions	The special conditions laid down by Contracting Authority as an integral part of the tender or call for proposals dossier, including amendments to the General Conditions, clauses specific to the contract or technical specifications.
Successful Tenderer	The tenderer selected at the end of a tender procedure for the award of contract.
Supervisor (Engineer as per FIDIC rules)	The legal or natural person responsible for monitoring the execution of the contract on behalf of Contracting Authority and/or the Commission, where the latter is not Contracting Authority.
Supervisor's representative	Any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor in the performance of its functions, and in exercising such rights and/or powers as have been delegated to it. In this case, references to the Supervisor will include its representative.
Supplier	Any natural or legal person or public entity or consortium of such persons and/or bodies offering to supply products.
Supplies	All goods the Contractor are required to supply to Contracting Authority and where the property of what is purchased, is transferred from the contractor to Contracting Authority (in the case of procurement contracts) or to the designated local partners of the beneficiary and/or final recipients of the action (in the case of grant contracts).
Supply contract	Supply contracts cover the purchase, leasing, rental or hire purchase, with or without option to buy, of products. A contract for the supply of products and, incidentally, for siting and installation shall be considered a supply contract.
Target groups	The groups/entities that will be directly positively affected by the project at the Project Purpose level.
Taxes	Include indirect taxes such as value added taxes, customs and import duties, other fiscal charges and duties in beneficiary countries* (*except under the ENPI Regulation, which does not specify country(ies)).
Technical assistance contract	A contract between a service provider and Contracting Authority, under which the service provider exercises an advisory role, manages or supervises a project, provides the experts specified in the contract.

Technical offer	The part of a tender which contains all non-financial elements of the tender, i.e., all elements other than the financial offer which are required by the tender dossier. The technical offer must not contain any financial indications.
Tender	A written or formal offer to supply goods, perform services or execute works for an agreed price.
Tender dossier	The dossier which contains all the documents needed to prepare and submit a tender.
Tender Price	The sum stated by the tenderer in its tender for carrying out the contract.
Tender procedure	The overall process of putting a contract out for tender, starting with the publication of a procurement notice and ending with the award of the tendered contract.
Tenderer	A natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.
Technical specifications	The document drawn up by Contracting Authority setting out its requirements and/or objectives in respect of the provision of supplies or works, specifying, where relevant, the methods and resources to be used and/or results to be achieved.
Time limits	Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Where the last day of the period is not a working day, the period expires at the end of the next working day.
Works contract	Works contracts cover either the execution, or both the design and execution, of works or a work related to one of the activities referred to in Annex I to Directive 2004/18/EC or the realisation, by whatever means, of a work corresponding to the requirements specified by Contracting Authority. A 'work' means the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function.
Written communications	Certificates, notices, orders and instructions issued in writing under the contract.

VOLUME 1

SECTION 4

FORMS 4.6.1 TO 9

TECHNICAL QUALIFICATIONS

VOLUME 1

SECTION 4

FORM 4.6.1.1 OVERVIEW OF THE TENDERER'S STAFF

i - Overview

a - Directors and management	.....
b - Administrative Staff	.....
c - Technical Staff	
- Engineers	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled Staff	
- Labourers and unskilled Staff	.....
<hr/>	
Total	=====

ii - Site operatives to be employed **on the Contract** (if relevant)

a - Site management	.....
b - Administrative Staff	.....
c - Technical Staff	
- Engineers	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled Staff	
- Labourers and unskilled Staff	.....
<hr/>	
Total	=====

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.1.2

STAFF TO BE EMPLOYED ON THE CONTRACT

Position/Name	Nationality	Age	Education	Years of experience (with the company/in construction)	Major works for which responsible (project/value)
Project Manager				/	
Deputy Project Manager				/	
Designer for WWTP					
Construction Engineer				/	
Engineer for mechanical Works				/	
Engineer for Electrical Works				/	
Structural Engineer					
Surveying Engineer				/	
Other Staff					

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.1.3

PROFESSIONAL EXPERIENCE OF KEY STAFF

CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil status:
Address (phone/fax/e-mail):
6. Education:

<i>Institutions:</i>	
<i>Date:</i> <i>From (month/year)</i> <i>To (month/year)</i>	
<i>Degree or qualification:</i>	

7. Language skills
 Indicate on a scale of 1 to 5 (1 - excellent; 5 - basic):

<i>Language</i>	<i>Level</i>	<i>Passive</i>	<i>Spoken</i>	<i>Written</i>
	<i>Mother tongue</i>			

8. Membership of professional bodies:
9. Other skills (e.g. computer literacy):
10. Current position:
11. Years of professional experience:
12. Key qualifications:
13. Specific experience in non-industrialised countries:

<i>Country</i>	<i>Date: from (month/year) to (month/year)</i>	<i>Name and brief description of the project</i>

14. Professional experience:

<i>Date: from (month/year) to (month/year)</i>	
Place	
Company/organisation	
Position	
Job description	

15. Others:

15a. Publications and seminars:

15b. References:

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.2

PLANT

Plant proposed and available for implementation of the contract⁹

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in EURO
A)	CONSTRUCTION PLANT						
					/		
					/		
					/		
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					/		
					/		
					/		

⁹ Not all the plant owned by the company.

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in EURO
B)	VEHICLES AND TRUCKS						
					/		
					/		
					/		
					/		
					/		
C)	OTHER PLANT				/		
					/		
					/		
					/		
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					/		
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					/		
					/		

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.3

WORK PLAN AND PROGRAMME

- 4.6.3.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).
- 4.6.3.2 Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing relevant activities, dates, allocation of labour and plant resources, etc. based on indicative Time Schedule below. All dates are only indicative; all periods are shown from the effective date of the Contract.

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, Provisional Acceptance	<weeks>

- 4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

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

Signature
 (person(s) authorised to sign on behalf of the tenderer)

Date

Name of project/type of works	Total value of works the Contractor was responsible for ¹⁰	Period of contract	Start date	Percentage of works completed	Contracting Authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
B) Abroad							

4.6.4.2¹¹ Please attach here available references and certificates from the relevant Contracting Authorities

Signature
 (person(s) authorised to sign on behalf of the tenderer)

Date

¹⁰ Amounts actually paid, without the effect of inflation.

¹¹ Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.

VOLUME 1

SECTION 4

FORM 4.6.5

DATA ON JOINT VENTURES

- 4.6.5.1 Name
- 4.6.5.2 Managing board's address
.....
Telex
- Telephone Fax..... E-mail.....
- 4.6.5.3 Agency in the state of Contracting Authority, if any (for joint ventures/consortia with a foreign lead member)
Office address
.....
Telex
- Telephone Fax.....
- 4.6.5.4 Names of members
 - i)
 - ii)
 - iii)
 - Etc.
- 4.6.5.5 Name of lead member
.....
.....
- 4.6.5.6 Agreement governing the formation of the joint venture/consortium
 - i) Date of signature:
 - ii) Place:
 - iii) Enclosure - joint venture/consortium agreement
- 4.6.5.7 Proposed division of responsibilities between members (in %) with an indication of the type of work to be performed by each
.....
.....
.....
.....
.....

Signature:

(person(s) authorised to sign on behalf of the tenderer)

Date:

VOLUME 1

SECTION 4

FORM 4.6.6

LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last X years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Year	Ruling FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount - current value in EURO

Signature
(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.7

QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.8

Site Yard Facilities for the Supervisor

General requirements on office space

From the commencement of a Works till a Provisional Acceptance Certificate issued by Supervisor, the Contractor shall established, maintain, relocate and remove from the Site appropriate accommodation for Supervisor's Staff.

The Supervisor shall be provided with a furnished office (min. 15 m²) for his disposal upon retribution with the Contractor agreed upon with Contracting Authority (including expenses on electric power, heating and cleaning, water and sewage charges). The retribution shall not include expenses on printing and copying and telecommunication fees (local and international).

The Contractor shall provide and maintain functional 2 site cabins for the Supervisor's activities, for the whole period of implementations of the tasks, located on Site (2 additionally offices serving also as a meeting room).

The Contractor shall build, furnish and maintain, within his deliveries and works, an office for the construction in accordance with following conditions.

Office equipment (mobile cabins)

Site cabins shall be in the form of steel containers with adequate (or additional if necessary) thermal insulation. All rooms shall be equipped with adequate ventilation, day/artificial lighting, including emergency lighting, and heating. All floors shall be fitted with heavy-duty linoleum or thermoplastic top layer. All entrance doors shall be made of steel, with safety hardware and locks for which 4 keys will be provided; no other person than the Supervisor and his Staff shall dispose of spare keys. All windows shall be secured against breaking-in; the equipment shall include a doormat.

Each of the offices shall be furnished with the following furniture and equipment according to the number of Supervisor's Staff:

Office desk 1.5x0.75 m with two base parts and five lockable drawers; swivel chair with armrests; wooden bookcase 1.5x1x0.3 m with sliding glass doors; lockable steel cabinet 2.0x0.9x0.45 m with adjustable shelves; lockable filing cabinet 0.6x0.45 m with four drawers; wall panel - blackboard 2x1 m; telephone, fax; coat hangers; waste bin; fire extinguisher.

Equipment: cabling for each working place 4 power sockets and 1 data socket, ceiling lighting in compliance with corresponding hygienic standards, 2 table fluorescent lamps, WI-FI connection 0-24 hours.

Meeting room

The meeting room shall be furnished with the following furniture and equipment:

Table and chairs for 20-25 persons, coat hanger for 20-25 coats, min. 10 power sockets, min. 10 light-current sockets, WI-FI connection 0-24 hours.

Tea kitchenette

The kitchenette shall be equipped with hot and cold water supply and furnished with the following: sink, draining board and washable work surface, kitchen and wall-mounted cabinets, 1 automatic electric kettle, 1 microwave oven, 20-25 cups and teaspoons, 20-25 glasses, 20-25 cutlery sets, waste bin, 1 refrigerator 75 l.

Toilet

The toilet shall be furnished with: flush toilet and sink, mirror, soap dispenser, hand drier or roller towel or paper towel holder. The toilet will of an enclosed type. If a latrine is installed, it shall be emptied in an approved way. Sewage and waste will be disposed of in an approved facility.

Where a septic tank is to be installed, the Contractor shall be responsible for its installation, regular emptying, etc., and its removal after the work termination.

General equipment to be provided by the Contractor during the period of implementation

The Contractor shall provide, maintain, store on the construction site, and make available for the Supervisor’s Representatives advanced measuring devices intended for the control of executed construction Works.

No.	Item	Quantity
1	Cabinet for drawings	1 pc
2	Automatic levelling instruments, staff 5 m long	1 pc
3	Spirit level 1 m long	1 pc
4	100m laminate tape measure (open rewind spool)	1 pc
5	30m steel tape measure (open rewind spool)	1 pc
6	Sectioned layout pole, 2 m long	4 pcs
7	5 m pocket steel tape measure	2 pcs
8	Both-handed strike hammer and bowed hammer	1 pc
9	Sheet-metal board wipeable	1 pc
10	Markers for writing on the board	2x3 pcs.
11	Line marker	As required
12	Book for recording measurements	As required
13	Dynamic panel 300 mm	1 pcs
14	Hammer for measuring concrete hardness	As required
15	Contact thermometer for concrete	As required
16	Plastic device for measuring concrete consistency	As required
17	Water gauge	2 pcs
18	Plumb bob	2 pcs
19	Watertight lamp incl. batteries as required	5 pcs
20	Thermometer (maximum/minimum)	1 pc
21	Hard hats	15 pcs
22	Pair of rubber boots	15 pcs
23	Safety vest	15 pcs

The Contractor shall provide an adequate number of workers to perform cleaning and basic maintenance of tools and to assist the Supervisor at measuring, controlling, testing or proving works executed by the Contractor.

After the handover, a report shall be elaborated with a detailed list of equipment, signed by the Contractor, Supervisor and Contracting Authority.

Computer equipment

The Supervisor shall provide, operate at his own expenses and be responsible for all computer, communication and office technology, incl. the delivery of copying machines, printers, scanners, etc.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.9

List of Documents for Approval or Review

	Document	Description	Copies	Language, status	Timing	Applicable GC, SC Article
A	Design and Drawings					
A1	Basic Design	Contractor's Basic Design Drawings	6 hard 2 digital	English/ Georgian A	as Programme	Article 12c.7
A2	Detail Design	Contractor's Detail Design Drawings	6 hard 3 digital	English/ Georgian A	as Programme and before CD	Article 12c.8
A3	As-built Drawings	After Work's completion	6 hard 3 digital	English/ Georgian R	before TOC	Article 19.8
A4	Geodetic Drawings	For cadastre purposes	3 hard 3 digital	Georgian R	before TOC	Article 19.9
A5	Production Drawings (Working Drawings)	Drawings to be presented prior CD of relevant Works, parts or sections thereof	3 hard	English A	prior to production	Article 12c.10
B	Programmes					
B1	Programme of implementation	Programme for all related Contractor's activities with milestones	1 hard 1 digital	English A	CD + 30	Article 17.6
C	QA & Safety					
C1	Quality Assurance Plan (QAP)	Including List of materials	2 hard	English A	CD + 30	Article 40.3 Article 40.8
C2	Health and Safety Plan (HSE)	Due to local regulations	2 hard	English A	CD + 30	Article 22.5
C3	Environmental Plan	Due to local regulations	2 hard	English A	CD + 30	Article 22.5

D	Reports					
D1	Monthly	Regularly monthly Progress Works Reports	4 hard	English A	monthly	Article 12.12
D2	Negotiations with Authorities	Reports regarding negotiations	1 hard	English R	14 days period	Article 12.c6
E	Other documents					
E1	M &Q Manuals	For mechanical and electrical equipment	2 hard 2 digital	English/ Georgian A	as SC	Article 19.7
E2	Training Plan	For operation Staff of WWTP	2 hard 2 digital	English/ Georgian A	as SC	Article 62.4
E3	Trial Operation Report	Conditions of Trial Operation	2 hard	English/ Georgian A	as SC	Article 58.2
E4	Insurance documents	All related Insurance Documents	2 hard	English/ Georgian A	before CD	Article 16
E5	Changes in Subcontractor's list	List of Subcontractors	2 hard 1 digital	English A	as SC	Article 7.9
E6	Samples for Materials	Samples of construction materials	2 hard	English A	as SC	Article 12.18

Explanation Note

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

VOLUME 1

SECTION 4

FORM 4.6.10

FURTHER INFORMATION

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 2

THE CONTRACT

VOLUME 2

SECTION 1

CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO <Contract number>

FINANCED FROM THE <EU GENERAL BUDGET/EDF>

Between

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

('Contracting Authority'),

of the one part,

and

<Full official Name of Contractor>

[Legal status/title]¹²

[Official registration number]¹³

[Full official address]

[VAT number]¹⁴

('the Contractor')

of the other part,

have agreed as follows:

PROJECT <title and reference in the Financing Agreement/Decision>

CONTRACT TITLE: Rehabilitation and extension of Waste Water Treatment Plant, Tbilisi, Georgia

Identification number <Publication reference>

Whereas CONTRACTING AUTHORITY would like the Contractor to carry out the following work:

Rehabilitation and extension of Waste Water Treatment Plant, Tbilisi

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

¹² Where the contracting party is an individual.

¹³ Where applicable.

¹⁴ Except where the contracting party is not VAT registered.

- (1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
 - (a) the Contract and the Appendices hereto,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the Technical Specifications,
 - (e) the Design Documentation (drawings),
 - (f) the Price Breakdown (after arithmetical corrections),
 - (g) the tender submitted by the Contractor with Appendix,
 - (h) Consortium Agreement (if any).

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.
- (4) Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
 - Contract price (excluding VAT/other taxes)..... EURO
 - (The EU component..... EURO¹⁵)**
 - < where necessary, enter other sources of financing >**
 - VAT and other taxes EURO
 - Contract price (in words: EURO

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 will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

- [(5) Other specific conditions applying to the Contract

[If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the Contract shall apply: ...]

In witness whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

Done in English in three originals, one original for Contracting Authority, one original for the European Commission, and one original for the Contractor.

¹⁵ In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro.

For the Contractor

Name:

Title:

Signature:

Date:

For Contracting Authority

Name:

Title:

Signature:

Date:

VOLUME 2

SECTION 3

SPECIAL CONDITIONS

CONTENTS

These Conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions.

Article 1 Definitions

- 1.5 Good Industry Practice shall mean the exercise of that degree of the 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 a 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.

Article 2 Language of the Contract

- 2.1 The language used shall be English.

Article 3 Order of precedence of Contract Documents

- 3.2 Unless otherwise provided in the Contract, the Contract Agreement and the Conditions shall prevail over any other Document forming part of the Contract and in a case of conflict between the Contract Agreement and the Conditions, the Contract Agreement shall prevail.

In the event that there is a conflict in the provisions of these Conditions, all provisions in the body of Conditions shall take precedence over the attachments, exhibits or appendixes to these Conditions.

Article 4 Communication

- 4.4 Address of Contracting Authority:
United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi,
Georgia
Address of Supervisor: < enter due to separate Tendering Procedure >
Address of Contractor: < enter due to separate Tendering Procedure >
- 4.5 The Contractor and Contracting Authority shall disclose all such confidential and other information as may be reasonably required in order to verify Contractor's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as a private and confidential, except for the extent necessary to carry out their respective obligations under the Contract or to comply with the applicable Laws. Each of them shall not publish or disclose any

particulars of the Works prepared by the other Party without the previous Agreement with the other Party.

However, the Contractor shall be permitted to disclose any publicly available information, or the information otherwise required to establish his qualification to complete other projects. The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the Works under this Contract, or description of the Site, dimensions, quantity or other information, concerning the Works or the Services unless prior written permission has been obtained from the Contracting Authority.

- 4.6 Any Document, other than the Contract itself, enumerated in various Contract Documents shall remain the property of Contracting Authority and shall be returned (in all copies) to the Contracting Authority at the Task Implementation Period of the Contract.

Article 5 Supervisor and Supervisor's Representative

- 5.1 The Supervisor shall have no Authority to amend the Contract.

- 5.5 Address of the Supervisor's Representative: <enter due to separate Tendering Procedure >

- 5.6 The Supervisor shall obtain the specific Approval of a Contracting Authority before taking action under the following Articles of these Conditions:

- i) Article 35: Extension of the Task Implementation Period, or
- ii) Article 37.2: Amendments, or
- iii) Article 38: Suspension, or
- iv) Article 48: Revision of prices, or
- v) Article 55: Claims for additional payment - primarily Sub-Article 55.2, or
- vi) Article 63: Breach of Contract.

Notwithstanding the obligation, as set out above, to obtain Approval, if, in the Supervisor's opinion, an emergency occurs affecting the safety of the 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 Supervisor's opinion, be necessary to abate or reduce the risk.

The Contractor shall forthwith comply, despite the absence of Approval of the Contracting Authority, with any such instruction of the Supervisor. The Supervisor shall determine the dependence on the Contract Price respecting such instruction, under the Article 48 (Revision of prices) and shall notify the Contractor accordingly, with a copy to the Contracting Authority.

- 5.7 If the Contracting Authority intends to replace the Supervisor, the Authority shall, not less than 21 (twentyone) days before the intended date of the replacement, inform the Contractor about the name, address and relevant experience of the intended replacement Supervisor.

If the Contractor considers the intended replacement Supervisor to be unsuitable, he has the right to raise objection against him by noticing the Contracting Authority, with support of particulars, and the Authority shall give full and fair consideration to this objection.

Article 7 Subcontracting

- 7.9 Any changes due to a List of Subcontractors under the Form 4.6.3 (Work Plan and Programme) of the Tender Documents must be approved by a Supervisor. The Supervisor may withdraw his consent whenever the Work done by a Subcontractor does not comply with the Contract. The Contractor shall not subcontract the Works as whole.
- 7.10 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.
- 7.11 The Subcontractors are obliged to carry out parts of the Works in accordance with provisions of the Building Law and respective By-Laws which are in force in a Georgia. Among other requirements, Subcontractors shall obtain certified licenses issued in the Georgia before executing the Works under this Contract.
The foreign companies must register their Branch Offices in the Georgia and shall submit their registration to the Supervisor prior to execution of any Works or Services.

Article 9 Access to the Site

- 9.5 The Contractor is reminded that there is a Head of Delegation of the European Commission in the state of a Contracting Authority. The Contractor is obliged to give the Head of Delegation free access to its Sites, factories, workshops, etc., and generally assist the Head of Delegation, like the Project Supervisor, in the performance of his duties. The same provisions also apply to the appointed Representatives of the Head of the Delegation.

All correspondence between the Contractor and the Contracting Authority or a Project Supervisor must be copied, for information, to the Head of Delegation of the European Commission at the following official address:

Delegation of the European Union to Georgia
38 Nino Chkheidze St., Tbilisi, 0102 Georgia

- 9.6 The Contractor shall be responsible for the proper fencing, guarding, lighting and security of all the Works on a Site and for the proper provision of temporary roadways, footways, guards and fences on the Site as far as may be necessary for the Works and so as not to endanger Contracting Authority of adjacent property.

In the event that the Contractor is in default of his obligations, the Supervisor may provide these as he may deem necessary and charge the cost thereof to the Contractor.

- 9.7 The Contractor shall, except for what is stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the Tests. The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Supervisor under the Article 55 (Claims for additional payment). The Contractor shall pay these amounts to the Contracting Authority.

Article 10 Assistance with local Regulations

- 10.3 If the information from Contracting Authority is available only in the language of the Country, the Contractor shall provide the necessary translation for interpretation and use of the information.
- 10.4 The Contractor shall be required to arrange and to bear the charges for obtaining all required statutory Approvals, which he has to obtain lawfully as a General Contractor.

Article 12 General Obligations

12.11 The Contractor shall respect a Country's recognized festivals, days of rest and religious or other customs. For the duration of the Contract, the Contractor and his Staff must respect human rights and undertake not to violate the political, cultural and religious morals of the Country.

12.12 The monthly progress reports shall be prepared by the Contractor and submitted to the Supervisor in 4 (four) copies. The reports shall be submitted monthly, each within 7 (seven) days after the last day of the period to which it relates.

Each progress report shall include:

- i) charts and detailed description of the progress, including each stage of a Design Phase, procurement, manufacture, delivery to Site, construction, erection, Testing and Trial Operation;
- ii) photographs showing the status of the manufacture and progress on the Site;
- iii) copies of the Quality Assurance Documents, Test results and Certificates of the materials;
- iv) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects;
- v) comparisons of the actual and planned progress for Design and Works, with details of any events which have influence on Completion in accordance with the Contract;
- vi) measures to be implemented to overcome Contractor's delays - if any.

12.13 The Contractor is obliged to carry out this Contract in accordance with provisions of the Building Law and respective By-Laws which are in force in a Georgia. Among other requirements, the Contractor shall obtain a certified licenses issued in the Georgia before executing the Works or Services under this Contract.

12.14 The data of all levels on Site shall be based on benchmarks approved by the Supervisor. During the period of construction of the Works the Contractor shall establish, construct and project necessary additional benchmarks, which shall be checked periodically. The Contractor shall maintain a record of levels of all the benchmarks and shall submit 1 (one) copy of the records to the Supervisor.

12.15 The Contractor shall employ well-qualified and experienced Surveyors approved by the Supervisor for execution of a Survey Works and setting out as described in the Contract. The survey instruments shall the Contractor submit recent calibration certificates issued by competent Authorities. Further calibration of the instruments shall be carried every 6 (six) months.

12.16 On the continuous basis consistent with the Good Industry Practice during the progress of the Works, the Contractor shall clear away and remove from the Site all surplus materials and, on Completion, all Contractor's equipment, provided that:

- i) the Contractor shall give a Contracting Authority the first right to refuse purchasing any surplus materials on the same terms as the Contractor would

otherwise have disposed them to the Third Party or, if such terms are not readily ascertainable, on such terms as may be reasonable in all the circumstances; and
ii) the Contractor shall, unless otherwise instructed by the Supervisor, leave on the Site for the Contracting Authority such Temporary Works as may be agreed with the Supervisor.

The Contractor shall at all time keep the Site and the Facilities in a clean, safe and workmanlike condition and shall dispose of all rubbish in a properly prepared landfill site in accordance with local Laws, By-Laws and Directives.

12.17 The Contractor shall be responsible for obtaining all import permits and other licenses required for the import of any Plant and permits and licenses for export and re-export of any Plant or part thereof.

12.18 The Contractor shall submit following samples of Materials, and relevant information to the Supervisor for consent prior to using the Materials in or for the Works:
i) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
ii) additional samples instructed by the Supervisor as a Variation.

Each sample shall be labelled as to origin and intended use in the Works.

Article 12c Design and build Contracts

12c.2 Design Works shall be prepared by well-qualified Designers named in the Tender who are Engineers or other professionals who comply with the criteria stated in Contracting Authorities' Requirements. Unless otherwise stated in the Contract, the Contractor shall submit the name and address of each proposed Designer and Design Subcontractors to the Supervisor for consent. All Designers shall have a valid license for Design Works in accordance with the Law of the Georgia.

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 Subcontractors compliance with the Terms and Conditions of this Contract.

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 Designers shall be available to attend discussions with the Supervisor's Representative at all reasonable times, until the expiry date of the Defects Liability Period.

The Contractor's Documents shall comprise the Technical Documents specified in the Contracting Authorities' Requirements, Documents required to satisfy all regulatory Approvals, and the Documents described in Volume I., Section 4., Form 4.6.9 (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 communication language defined in the Article 2 (Language of the Contract) and due to the local Laws and regulations written also in Georgian language.

The sheet sizes shall be in accordance with international sizes unless otherwise agreed by the Supervisor's Representative. 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 metric system. Drawings, components, dimensions and calibrations shall be in metric system and the units adopted shall be generally in accordance with the International System of Units.

The Drawings of all parts of the construction shall be clear and complete. The Works shall be designed in all respect to the latest current engineering practice.

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 Supervisor will be stamped by him as "APPROVED DRAWINGS".

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects and omissions are found in the Contractor's Documents, they shall be promptly corrected at the Contractor's cost, notwithstanding any consent or the Approval under this Sub-Article.

If the dimensions shown on Contracting Authorities's Drawings fail to coincide with the standard nominal sizes, materials or fittings available, reasonable substitutions shall be permitted but no extra payment will be allowed for such substitution.

These belongs also to gradient of existing sewers and pipelines and the level of weirs, inverts of channels, pipes and other hydraulic structures shall be checked by the Contractor prior the commencement of Design Works.

12c.3 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 the Employer's Requirements, applicable to the Works, or defined by the applicable Law on Architectural Activities in Georgia.

If necessary, equivalent National Standards may substitute the Standards referred to in the Specifications provided. The Contractor shall justify such substitution to the Supervisor's Representative and do so only after a written Approval received from him.

The Contractor shall keep on the 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 the material supplied.

12c.4 If the Contractor considers that the Supervisor's instructions are incorrect, incomplete or inadequate in terms of the construction, it shall notify the Employer promptly and request additions or specifying instructions.

12c.5 The Contractor shall notify the Supervisor in writing the names, addresses and telephone numbers of his Representatives responsible for Design Works, the Designers and Subcontractors within 4 (four) weeks from the date of the Contract Award.

12c.6 In the event that any of the procedures proposed by the Contracting Authority will be in breach of Technical or other Standards and Regulations, the Contractor shall, at such a contradiction, gain Contracting Authority attention and provide an alternative solution, which is technically or other Standards and Regulations consistent and maximally reflects the requirements of the Employer.

The Contractor shall inform the Supervisor about any negotiations with all Authorities to

administrative proceedings (including pre-meeting, kick-off meeting) and all the concerned Authorities in advance and the Supervisor is obliged to issue a relevant Power of Attorney for this purpose. The Contractor agrees to inform the Supervisor regularly about the progress and status of negotiations and handling matters with the relevant government Authorities, organizations and local entities in the Building Permit Procedure in a form of written report in 14 (fourteen) day periods (especially application for 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 Contracting Authority, copyrights included. The Contractor may not use them, except for the connection with performance of the Services and Works subject to the Contract.

With the exception of the prior written Approval of the Supervisor, the Contractor shall include a provision stating that they have to do their best themselves at any time whether before or after performing the Services, 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, Services or to the Works or work secrets, transactions, deals or affairs of the Contracting Authority in the Contracts with its Design Subcontractors.

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 Contractor's control under the Article 66. (Force majeure) of GC.

12c.7 Base on a Preliminary Study/Study approved by the Contracting Authority and relevant local Authorities, the Contractor shall prepare Basic Design Drawings so that specification, scope and details based on the Law on Architectural Activities and respect the general technical requirements for construction and other applicable and related legislative and administrative Regulations and Standards in the Georgia.

Prior to submission of the Basic Design to local Authorities, the Contractor shall submit two (2) copies of the Documentation to the Supervisor to obtain his written Approval.

The Contractor shall discuss the Basic Design with all relevant local Authorities to obtain a 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/or Documentation to more parts or the Approval Procedure will require more Construction Permits, these shall be provide by the Contractor without affecting a Period of Implementation of Tasks and a Contract Price.

The Basic Design Drawings shall be handed over in 6 (six) copies in paper form and on data carrier 2 (two) pcs CD in standard formats MS Office and / or AutoCAD, version min. 2010.

12c.8 Base on a Basic Design Drawings the Contractor shall prepare documentation for building construction so that structure, scope and details based on the Law on

Architectural Activities in compliance with the general requirements for the construction, and other applicable and related legislative and administrative provisions in force, and binding Technical Standards and Regulations in the Georgia.

The Detail Design shall reflect the requirements of related Authorities issued by a valid Construction Permit and all from the Contracting Authority required design changes, generally applicable Technical mandatory or recommended Standards for the construction with regard to the construction and technical and use properties of 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 related drawings, which will be available at the Supervisor's Representative.

The Detail Design Drawings in accordance with the Law on Architectural Activities shall be handed over to the Contracting Authority in 6 (six) hard copies and 3 (three) copies on a CD media data in a DWG format (DXF), PDF, and Excel. Any extra copy of the Technical or other Documentation must be pre-approved by the Supervisor's Representative.

12.c9 The general permits concerning the Works required from relevant national or local Authorities shall be obtained by the Contractor after providing all relevant Design Phases. These permits include primarily the permits for traffic diversions, route permits, permits for radio communication, and permits for relocation of public utilities etc.

The Contracting Authority 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 mentioned in this Article to carry out the Works shall be borne by the Contractor.

12.c10 The Contractor shall submit Production Drawings (Working Drawings) in 3 (three) hard copies for the Approval of the Supervisor prior to the manufacture - primarily for steel constructions and mechanical parts of related Works.

The Production Drawings shall show the manufacturing and assembly of parts of the Plant in detail and define the size, shape, location and production of components. The details of materials, the number of components needed for the assembly, etc. are given in the title block of Production Drawings. The sufficient number of views, details and/or section shall be incorporated in Production Drawings. If necessary, installation assembly drawings, interface control drawings or mechanical schematic diagram drawings shall be a part of Production Drawings. The metric dimension shall be used; units and symbol shall be according to the SI standards. The Production Drawings shall be prepared in standard size drawing sheets.

A List of Material (LM) shall be prepared and included in each Assembly Drawing to provide the individual part or subassembly item number, quantity required, part number, description, material, and material specification.

Article 14 Staff

14.3 If the Contractor's Representatives, Site Managers, Designers or any of these persons, is not fluent in the language defined in Article 2 (Language of the Contract), the

Contractor shall provide a competent Interpreter available during all working hours in a number deemed sufficient by the Supervisor.

- 14.4 The Contractor may bring any foreign Staff who is necessary for the execution of the Works to the extent allowed by a applicable Laws in the Country. The Contractor shall ensure that these Staff are provided with the required residence visas and Work Permits. The Supervisor will, if requested by the Contractor, use his best endeavors 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 Staff.

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

The Contractor shall submit a complete list of a foreign field Staff required for the performance of the Works on Site to the Supervisor. The Supervisor will have the right to review the list of such Personnel and ask for increase in the strength or reschedule the visits of such Personnel in the Supervisor's opinion.

- 14.5 No Work shall be carried out on the Site on locally recognized days of rest, or aside normal working hours stated in the Appendix to the Tender, unless:
- i) the Supervisor gives consent, or
 - ii) the Work is unavoidable, or necessary for the protection of the life or property, or
 - iii) for the safety of the Works, in which case the Contractor shall immediately advise the Supervisor.

- 14.6 Hours of Work shall comply with the 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. The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including the Law relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require his Employees to obey all applicable Laws, including those concerning the safety at the Work.

- 14.7 Except for what is otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Supervisor's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming a part of the Permanent Works.

Article 15 Performance guarantee

- 15.1 The amount of the Performance Guarantee shall be 10 (ten) % of the amount of the Contract and any addenda thereto.
- 15.3 The Contractor shall obtain (at his cost) the Performance Guarantee for proper performance in the form of an original Bank Guarantee issued by a reputable bank operating in Georgia or by a foreign bank through a co-operating bank in Georgia or, subject to the Approval of the Supervisor, directly by a foreign bank.

15.9 The Contracting Authority shall not make a Claim under the Performance Guarantee, except for amounts to which the Contracting Authority is entitled under the Contract. The Contracting Authority shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the Claim under the Performance Guarantee to the extent to which the Contracting Authority was not entitled to make the Claim.

Article 16 Liabilities and Insurance

16.1 The identity of the Insurers and the form of the policies shall be subject to the Approval of the Supervisor, such Approval not to be unreasonably withheld.

16.1c) The Contractor's liability with respect to the third party shall be capped to the amount of 200.000,00 EUR with deductible limits of 5.000,00 EUR.

16.1d) The Contractor's Professional Indemnity Insurance for the Design Works shall cover the risk of professional negligence. This Insurance shall be capped to the amount of 50.000,00 EUR with deductible limits of 5.000,00 EUR.

16.2a) The Contracting Authority shall be named as co-insured under insurance policies taken out by the Contractor pursuant to the Article 16.1 a) - d) above, except for the Workers' Compensation. 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.

Article 17 Programme of implementation of tasks

17.6 The form of the Programme of Performance of the Contract shall be prepared according to the Critical Path Method (CPM) as a Contract Master Schedule (CMS) 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 facility. 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 Effective Contract Date.

However, the CMS shall clearly identify key milestone dates according to the Time Programme according to Volume I, Section 4. Art. 4.6.3. The level of detail shall be sufficient to break down the Work scope into manageable and measurable activities acceptable to the Supervisor. The Contractor shall submit 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 Supervisor will be sought, together with proposed submission dates.

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

The Project Schedule shall be amended only in the event and to extent of an Extension of Time granted by the Contracting Authority.

Article 19 Contractor's Drawings and execution studies

19.7 The Maintenance and Operation Manuals (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. The Manuals define the requirements and procedures for the effective operation and maintenance of the Plant.

Based on the As-built drawings under the Article 19.8 comprehensive Manuals shall provide a means to reduce operating costs through a comprehensive Maintenance Program, part of which includes the development of a Maintenance Plan (MP).

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 Changeover;
- iv) spare parts list;
- v) problems and solutions - troubleshooting;
- vi) preventative (Planned) Maintenance (PM) - Procedures/Intervals including maintenance-significant drawings.

The elements of narrative text (pdf, html, xml, etc.), graphics including BIM, 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, BIM / 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.

19.8 After completion of the Works, the Contractor shall prepare and hand over 6 (six) printed copies of the complete Project Documentation for the Works to the Employer, 3 (three) copies will be transmitted on the CD data in DWG (DXF), PDF, and Excel form.

The As-built drawings shall be made in the compliance, the scope and level due to the Law on Architectural Activities showing the exact as-built locations, sizes and details of the Works as executed.

The final version of As-built drawings shall be approved by the Supervisor prior to issuing of the Final Acceptance Certificate in accordance with the Article 62 (Final Acceptance) of GC. The Works shall not be considered as completed for the purpose of this procedure until the Supervisor receives and approves these Documents.

19.9 The Contractor shall provide at its sole expense geodetic measurements of all related Works. The Drawings shall be handed over in 3 (three) printed copies and 3 (three) pieces on CD. The geodetic measurements shall be performed by the licensed Engineer. The geodetic measurements, Technical Documentation and execution of the Geodetic Works shall be provide in accordance with the Law on State Surveying and Cadastre of immovable property and other related local Decrees and Regulations valid in Georgia.

19.10 The Contractor shall provide delivery, installation, configuration, adaption, maintenance and operation of exchange server (ODOT FTP server) for 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 restrict authenticating access with passwords and users ID except for the Contracting Authority, Supervisor and Contractor.

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

19.11 One copy of all Drawings and Documents relating to the Works shall be kept by the Contractor on the Site. The same shall at the all reasonable times be available for inspection and use by the Supervisor's Representative, 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.

19.12 The Contractor shall effect and maintain at its sole expense, the professional liability which shall cover all risks of professional negligence in Design Works pursuant and in the amount to the Article 16.1d) and advertising injury Insurance from a recognized Insurance Company during the period of implementation of this Contract.

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

If the Contractor fails to submit or extend the validity of such Insurance, the Contracting Authority 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 Interim Payment issued by the Contractor.

19.13 The Contractor's Documents shall be subject to the Supervisor's review. Unless otherwise stated in the Specification, each review period shall not exceed 14 (fourteen) days, calculated from the date on which the Supervisor receives a Contractor's Document and the Contractor's notice.

The notice shall state that the Contractor's Document is considered ready, both for review (and Approval, if so specified) in accordance with this Sub-article and for use. The notice shall also state that the Contractor's Document complies with the Contract, or the extent to which it does not comply.

The Supervisor may, within the review period, give notice to the Contractor that a Contractor's Document is:

- i) approved;
- ii) approved with comments or;
- iii) failed (to the extent stated)

to comply with the Contract. If a Contractor's Document is approved with comments or failed to comply, it shall be rectified, resubmitted and reviewed (and, if specified approved) in accordance with this Sub-Article, at the Contractor's expense.

Alterations and/or remarks made by the Supervisor on the Drawings or the calculations shall be incorporated immediately and the drawings and/or calculations re-submitted until final Approval is obtained. Supervisor's Approval of any Contractor's Drawings and calculations including any alternations made by the Supervisor shall not relieve the Contractor of his obligations to execute the Works in accordance with the Contract.

All modifications requested by the Supervisor shall be carried out without any additional charge. In the event of the Contractor disagreeing with the alterations requested by the Supervisor, the Contractor shall send a written notice to the Supervisor within 5 (five) days of receiving the altered Drawing(s).

The execution of any part of the Works shall not commence until the Supervisor has approved the relevant Drawings, calculations or any of Contractor's Documents. If the Supervisor instructs that further Contractor's Documents are required, the Contractor shall prepare them promptly.

If the Contractor wishes to modify any Drawing or Document which has previously been submitted for the review (and, if specified, Approval), the Contractor shall immediately give notice to the Supervisor. Thereafter, the Contractor shall submit the revised Documents to the Supervisor in accordance with the above procedure.

Any such Approval or consent, or any review (under this Sub-Article or otherwise), shall not relieve the Contractor from any obligation or responsibility.

Article 22 Safety on Sites

22.5 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, nuisance and fire fighting precautions. The Safety and Environment Plan (HSE Plan) must be approved by the Supervisor prior commencement of the Section of Work or Works.

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 Contracting Authority against any Claims or liability arising from any breach of this obligation.

22.6 The Contractor shall have the 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 arrangement including employment of security Personnel to ensure the protection of all materials, equipment and Works from theft, fire, pilferage, and any other damages and loss.

Article 24 Interference with traffic

24.3 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, shall be specify. The Supervisor shall approve the Contractor's proposal, or seek amendments in order to ensure compliance with this Sub-Article and the local Regulations.

Article 26 Setting-out

26.4 The Contractor shall acquaint himself with the position of all existing services such as sewerage, water supply, telecommunications, electricity, gas and the like 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 improve such damage at his own expense and to the satisfaction of the Supervisor.

- 26.5 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Supervisor as additional working areas. The Contractor shall take all necessary precautions to keep the Contractor's Equipment and the Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land. The cost of these Works shall be borne by the Contractor.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from that part of the Site and Works to which the Taking-Over Certificate refers. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain such Goods as are required for the Contractor to fulfil obligations under the Contract on Site during the Defects Notification Period.

- 26.6 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and Authority of the Contracting Authority. The Contractor shall take reasonable precautions to prevent the Contractor's Personnel or other Persons from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Supervisor, who shall issue instructions for dealing with it, taking the local Law into consideration. If the Contractor suffers delay and/or incurs cost from complying with the instructions, the Contractor shall give a further notice to the Supervisor and shall be entitled subject to the Article 55. (Claims for additional payment) to:

- i) an extension of time for any such delay, if completion is or will be delayed, under the Article 35. (Extension of the period of implementation of tasks), and
- ii) payment of any such cost, which shall be included in the Contract Price.

Article 32 Patents and licenses

- 32.2 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other Design Documents made by (or behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Contracting Authority a non-terminable transferable exclusive royalty-free license to copy, use, reproduce, and communicate the Contractor's Documents perpetual and worldwide, including making and using modifications of them as defined and enforceable under the Georgian Copyright Law in accordance with the Terms and Conditions of this Contract.

This License shall:

- i) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- ii) entitle any Person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

- iii) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract.

The Contractor's Documents and other Design Documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) Contracting Authority for purposes other than those permitted under this Sub-article.

However the Contracting Authority is not obliged to provide any changes in the Contractor's Documents, reports, drawings etc.

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works.

Article 33 Commencement orders

33.1 The Supervisor issues an administrative order notifying the Contractor the date on which the Commencement of Tasks shall start due to the Article 33.3 not later than 60 (sixty) days following notification of Award of the Contract.

33.4 Except as otherwise specified in the Special Conditions of Contract, 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, the Approval of the Contract by relevant Authorities in the Country, and

- ii) receipt by the Contracting Authority of the Performance Guarantee under the Article 15 (Performance Guarantee), and

- iii) receipt by the Contracting Authority of the Professional Indemnity Insurance under the Article 16 (Liability and Insurance), and

Contracting Authority shall give the relevant Authorities, with copies sent to the Contractor and the Supervisor, not less than 7 (seven) days notice of Commencement of the Construction including the Safety Plan prepared by the Contractor, name of licensed Contractor's Representative, name of licensed Supervisor's Representative.

Article 34 Period of implementation of tasks

34.1 Period of implementation of tasks shall be 18 (eighteen) months.

Article 36 Delays in the implementation of tasks

36.1 The rate of liquidated damages for delays in the Completion of Works shall be 0.1% of the Contract Price for every day or part thereof which elapses between the end of the Period of Implementation of tasks and the actual Date of Completion, up to a maximum amount of 20% of the Contract Price.

Article 39 Work Register

- 39.6 Any record made in the Work Register shall be in accordance with the relevant Law of Georgia.

Article 40 Origin and quality of Works and materials

- 40.1 All goods purchased under the Contract must originate in any eligible source country as defined in < insert relevant instrument financing the project > programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which Services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable International Agreement.

When importing goods, any change in the specified origin must be pointed out to the Project Supervisor and approved by him.

- 40.5 The Works and the objects, appliances, equipment or materials used in their construction must comply with the Law on Architectural Activities of Georgia and primarily with the requirements of the Technical Specifications under the Volume III. of Tender Documents containing these requirements.

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 Specification, applicable to the Works, or defined by the applicable Laws.

- 40.6 The Contractor shall keep on the Site 1 (one) copy of any other Standard, Code, Manual, or National Standard, which applies to materials supplied. Copies of Standards shall be made available for reference at all times in the office of the Supervisor.

- 40.7 In the event of any ambiguity or discrepancy between the Technical Specification and the data sheets prepared by the Contractor, the provisions of the Technical Specifications shall prevail. In the event of any ambiguity or discrepancy between different parts of the Technical Specification, the Contractor shall submit to the Supervisor for Approval its proposal for dealing with such ambiguity or discrepancy. The decision of the Supervisor shall be final.

- 40.8 The Contractor shall institute a quality assurance system in a form of the Quality Assurance Plan (QAP) to demonstrate a compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. A details of all procedures and compliance Documents shall be submitted to the Supervisor to obtain the Approval before each Design and execution phase is commenced. The compliance with the Quality Assurance Plan shall not relieve the Contractor of any of his duties, obligations and responsibilities under the Contract.

Article 44 General principles for payments

- 44.1 Payments shall be made in EUR.
- 44.2 If invoices are submitted to the Contracting Authority, the Contractor shall inform the European Commission thereof by sending a copy to:

Delegation of the European Union to Georgia
38 Nino Chkheidze St., Tbilisi, 0102 Georgia

- 44.3 By derogation, pre-financing payment to the Contractor for the Lump-sum advance shall be made within 30 (thirty) days. Other pre-financing payments to the Contractor shall be made within 90 (ninety) days. Interim Payments to the Contractor of the amounts due under each of the Interim Payment Certificates approved by the Supervisor shall be made within 90 (ninety) days, and the final payment to the Contractor of the amounts due after the final statement of account issued by the Supervisor shall be made within 90 (ninety) days.

Article 46 Pre-financing

- 46.2 The total amount of the pre-financing shall not exceed 10 % of the original Contract Price.

- 46.8 Repayment of the pre-financing shall take the form of deductions based on monthly Claims.

The pre-financing for plant, machinery and tools and the pre-financing for Design Works (10 % maximum) - shall be repaid by means of deductions from installments and, if necessary, the balance due to the Contractor. Repayment shall begin with the first installment and end, at the very latest, by the time 90 % of the amount of the Contract has been paid.

The amount to be deducted from each installment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.9}$$

where:

R = the amount to be repaid
Va = the total amount of pre-financing
Vt = the initial contract amount
D = the amount of the installment.

Article 47 Retention money

- 47.1 The sum to be retained from Interim Payments to guarantee the implementation of the Contractor's obligations during the Defects Liability Period is 10 (ten) % of each installment.

Article 49 Measurement

- 49.1a The amounts shall be calculated by measuring the percentage of the Works carried out in relation to the firm quantities of each item of the Breakdown of the Lump-sum Price and by applying that percentage to the Lump-sum Price of the all related item.

- 49.1b,c Not applicable.

Article 50 Interim Payments

- 50.1 The Contractor shall submit an invoice in six (6) copies based on the price breakdown in a form approved by the Supervisor, showing in detail the amounts to which the Contractor considers himself to be entitled, together with all supporting Documents, calculations etc. which shall include the relevant progress report in accordance with the Article 12.12 (General obligations).

All submitted items shall include costs of the Plant and equipment supplied from the abroad, the Plant and equipment supplied, local transportation and installation services as well as cost for Design Works and Construction Yard Facilities.

- 50.7 The minimum amount for Interim Payment Certificate shall be 100.000, 00 EUR.
- 50.8 The Contractor shall notify to the Contracting Authority, 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.
Payments will be made in the currencies quoted by the Tender Documents, unless otherwise agreed between the parties, in the payment country specified in the Contract.

Article 51 Final statement of account

- 51.1 The Contractor shall, submit to the Supervisor a Draft Final Statement of account in six (6) copies when it applies for the Provisional Acceptance Certificate. In order to enable the Supervisor to prepare the final statement of account, a Draft Final Statement of account is submitted with supporting documents showing in the detail the value of the Work done in accordance with the Contract and all further sums which the Contractor considers to be due under the Contract.
- 51.2 Within 60 (sixty) days from issuing the Certificate of the Final Acceptance referred to in Article 62 (Final acceptance), the Supervisor shall prepare and signed the Final Statement of the account.
- 51.6 If the Supervisor disagrees with or cannot verify any part of the Draft Final Statement, the Contractor shall submit such further information as the Supervisor may reasonably require and shall make such changes in the draft form as may be agreed between them.

Article 53 Delayed payments

- 53.1 By derogation from Article 53.1 of the General Conditions, once the time-limit referred to the Article 44.3 has expired, the Contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right.

Article 55 Claims for additionally payment

- 55.4 If the Contracting Authority is considered to be entitled to any payment under any Article of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Contracting Authority or the Supervisor shall give notice and particulars to the Contractor.
The notice shall be given as soon as practicable and no longer than 28 (twentyeight) days after the Contracting Authority becomes aware, or should have become aware, of the event or circumstances giving rise to the Claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.

The particulars shall specify the Article or other basis of the Claim, and shall include substantiation of the amount and/or extension to which the Contracting Authority considers herself to be entitled in connection with the Contract.

The Supervisor shall then proceed in accordance with Sub-Article 5.4 to agree or determine

- i) the amount (if any) which Contracting Authority is entitled to be paid by the Contractor, and/or
- ii) the extension of the Defects Liability Period (if any).

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Contracting Authority shall only be entitled to set off against or make any deduction from an amount certified in the Payment Certificate, or to otherwise Claim against the Contractor, in accordance with this Sub-article.

Article 58 Tests on Completion

58.1 The Contractor shall carry out the Tests on Completion in accordance with this Article after providing the Documents under the Article 19.7 (Contractor's Drawings and execution studies) and the Article 19.8 (As-built Drawings).

The Contractor shall give the Supervisor not less than 21 (twentyone) days notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 (fourteen) days after this date, on such day or days as the Supervisor shall instruct.

The Tests on Completion shall be carried out in the following sequence:

- i) Pre-commissioning Tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of the Plant can safely undertake the next stage, ii);
- ii) Commissioning Tests, which shall include specified Operational Tests to demonstrate that the Works or Sections can be operated safely and as specified, under all available operating conditions; and
- iii) Trial Operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract.

During the Trial Operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Supervisor that the Works are ready for any other Tests on Completion, including Performance Tests to demonstrate whether the Works conform with criteria specified in Contracting Authorities' Requirements and to the Performance Guarantee.

The Trial Operation shall not constitute a taking-over under the Article 59 (Partial acceptance). Unless otherwise stated in the Special Conditions, any product produced by the Works during the Trial Operation shall be the property of the Contracting Authority.

In considering the results of the Tests on Completion, appropriate allowance shall be made for the effect of any use of the Works by the Contracting Authority on the performance or other characteristics of the Works. As soon as the Works or Sections have passed each of the Tests on Completion described in Sub-article i), ii) or iii), the Contractor shall submit a certified Report of the results of these Tests to the Supervisor.

58.2 During the 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 of 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 Contracting Authority. 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 60 (sixty) days.

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

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 Supervisor about the commencement of the Trial Operation.

A Trial Operation Report submitted by Contractor 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 Contracting Authority 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.

58.3 If the Tests on Completion are being unduly delayed by the Contracting Authority, Article 35 (Extension of the Period of the Implementation of the tasks) and/or Article 55 (Claims for additionally payment) shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Supervisor may by notice require the Contractor to carry out the Tests within 21 (twenty-one) days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Supervisor.

If the Contractor fails to carry out the Tests on Completion within the period of 21 (twenty-one) days, the Supervisor's Personnel may proceed with the Tests at the risk and cost of the Contractor. These Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

58.4 If the Works, or Sections, fail to pass the Tests on Completion due to the Article 58.1, the Supervisor or the Contractor may require the failed Tests and Tests on Completion on any related Work, to be repeated under the same Terms and Conditions.

58.5 If the Works or Sections, fail to pass the Tests on Completion repeated under the Article 58.4 (Retesting), the Contracting Authority shall be entitled to:

- i) order further repetition of Tests on Completion under the Article 58.1;
- ii) if the failure deprives the Supervisor of substantially the whole benefit of the Works or Sections, reject the Works or Sections (as the case may be), in which event the Supervisor shall have the same remedies as are provided in the Article 48.5 (Revision of prices); or
- iii) issue a Taking-Over Certificate.

In the event of Sub-article iii), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Contracting Authority as a result of this failure.

Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Supervisor may require the reduction to be:

- i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or
- ii) determined and paid under Article 63 (Breach of Contract) and Article 48.5 (Revision of prices).

Article 59 Partial Acceptance

59.4 The Contractor shall undertake to train at site installation, operation and maintenance of the delivered Plant Equipment, free of cost, engineering Personnel selected by the Contracting Authority. The period and the nature of Training for the individual Personnel shall be agreed upon mutually between the Contractor and the Contracting Authority covering the all areas as a minimum in order to enable these Personnel to individually take the responsibility of operating and maintaining the Plant in a manner acceptable to the Contracting Authority.

The Training shall include all the related areas like training of major equipment and systems, engineering, manufacturing, erection, commissioning, training on operating features of equipment, quality assurance and testing, exposure to various kinds of the operation and maintenance problems.

The Training Plans shall be handed over to the Supervisor in 2 (two) copies in paper form and 2 (two) CD in standard formats MS Office in English and Georgian language prior to Commencement of the Test due to Article 58. (Tests on Completion).

59.5 The Contractor shall furnish complete details of the package-wise training at Site in all disciplines - electrical, mechanical, SCADA operation, control & instrumentation etc. for Supervisor's Approval. The engineering Personnel should become familiar with all the equipment being supplied by the Contractor. It shall be clearly understood that it shall be the duty of the Contractor to train Contracting Authorities' Engineers and Operators such as to make them fully fit and proficient to operate and maintain the entire equipment completely satisfactorily during its running. The training shall also cover minor repair Works and maintenance Works like lubrication, overhauling adjustment, testing and replacement procedures to be adopted for the equipment offered.

The following groups of engineering Personnel shall receive the training:

- i) Plant Management;
- ii) Operation Management;
- iii) Mechanical Maintenance Personnel;
- iv) Electrical Maintenance Personnel;
- v) Shift Engineers;
- vi) Other groups as may be indicated by the Contracting Authorities.

The Works shall not be considered to be completed for the purposes of taking-over under the Article 60. (Provisional Acceptance) until this training has been completed.

59.6 The local transport during the training period, lodging and boarding expenses and other incidental expenses shall be borne by the Contractor during the total period of the

training. The number of Trainees in each group shall be decided in mutual consultation with the Supervisor. The Contractor shall provide the training equipment and material during the training period. All the documents, films, transparencies, notes etc. used in the training programme shall remain the property of the Contracting Authority at the end of the Contract. The detailed training programme shall be submitted after Award of the Contract and shall be subjected to the Supervisor 's Approval.

In the event if the Contracting Authority failing to avail of the training facilities in full or part, the Contracting Authority will be entitled to adjust the Contract Price by an equivalent amount.

Article 60 Provisional acceptance

60.1 Except for what is stated in Article 58.3 (Failure to Pass Tests on Completion), the Works shall be taken over by the Supervisor when:

- i) the Works have been completed in accordance with the Contract and except as allowed in the Sub-article (i) below, and
- ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Article.

60.6 Parts of the Works (other than Sections) shall not be taken over or used by the Contracting Authority, except as may be stated in the Contract or as may be agreed by both Parties.

60.7 The Contractor shall deliver all special tools, tackles and instruments required for the operation and maintenance of the equipment in each equipment package free of cost. Unless otherwise specified in the Technical Specifications, these will be delivered along with the main equipment.

Article 61 Defects liability

61.1 The Defects Liability Period is defined as the period commencing on the date of Provisional Acceptance, during which the Contractor is required to make good any effect in, or damage to, any part of the Work which may appear or occur during this period as notify by the Supervisor or the Contracting Authority.

61.7 The Defects Liability Period shall be 24 (twenty four) months.

61.9 The Contracting Authority shall be entitled to an extension of the Defects Liability Period for the Works if the Works, Sections or a major item of Plant cannot be used for the purposes for which they are intended by reason of a defect or damage. A Defects Liability Period shall not be extended by more than 2 (two) years.

61.10 If the defect or damage cannot be remedied on the Site and the Contracting Authority gives consent, the Contractor may remove from the Site for the purposes of repair such items of the Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Guarantee due to Article 15. by the full replacement cost of these items.

Article 62 Final Acceptance

62.6 Upon receiving the Performance Guarantee, the Contractor shall remove any remaining Contractor's equipment, material, wreckage, rubbish and Temporary Works from the Site. If these items have not been removed within 14 (fourteen) days after the Supervisor receives a copy of the Performance Guarantee, the Contracting Authorities may sell or otherwise dispose of any remaining items.

Article 68 Settlement of disputes

- 68.2 The Dispute Settlement Committee shall consist of 3 (three) members.
- 68.3 The Members of Dispute Settlement Committee shall be nominated by the European Commission.
- 68.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Georgia in accordance with the national legislation of the state of the Contracting Authorities.

Article 69 Applicable law

- 69.1 The Contract shall be governed by the Law of Georgia.
- 69.2 If changes or new applicable Laws or standards come into force in the Country after the Commencement Date, the Contractor shall give notice to the Supervisor and (if appropriate) submit proposals for compliance.
In the event that:
- i) the Supervisor determines that compliance is required, and
 - ii) the proposals for compliance constitute a Variation, then the Supervisor shall initiate a Variation in accordance with Article 48 (Revision of prices).
- 69.4 If the Contractor or the Supervisor finds any divergence between any Georgian Law, By-Law or Directive and the Technical Specifications, it shall immediately give to the other written notice specifying the divergence. The Contractor shall promptly upon becoming aware of the same, inform the Supervisor in writing of its proposed amendment for removing the divergence.

Article 72 Data Protection

Not applicable.

* * *

VOLUME 2

SECTION 2

GENERAL CONTRACT CONDITIONS

General Conditions for Works Contracts financed by the European Development Fund (EDF) or the European Union

Documents are available on the following pages:

<http://ec.europa.eu/europeaid/prag/document.do?chapterId=5.&id=221>

¹⁶ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date.

¹⁷ This mention should be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

VOLUME 2

SECTION 5:

SPECIMEN PREFINANCING PAYMENT GUARANTEE

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of
**United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi,
Georgia**
Referred to below as the “Contracting Authority”

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under contract [Contract number and title] (please quote number and title in all correspondence)

We the undersigned, [name, and address of financial institution], hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of [Contractor's name and address], hereinafter referred to as “the Contractor”, the payment to Contracting Authority of [indicate the amount of the pre-financing], corresponding to the pre-financing as mentioned in Article 46 of the Special Conditions of the contract [Contract number and title] concluded between the Contractor and Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released in accordance with the article 46.7 of the General Conditions [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]¹⁸.

The law applicable to this guarantee shall be that the country of Contracting Authority or the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country of Contracting Authority.

¹⁸ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Done at,/..

Name and first name: On behalf of:

Signature:

[Stamp of the body providing the guarantee]

VOLUME 2 SECTION 4

SPECIMEN PERFORMANCE GUARANTEE

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

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

referred to below as the 'Contracting Authority'

Subject: Guarantee No ...

Performance Guarantee for the full and proper execution of Contract [Contract number and title] (please quote number and title in all correspondence)

We, the undersigned, [name, and address of financial institution], hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of [Contractor's name and address], hereinafter referred to as 'the Contractor', payment to Contracting Authority of [amount of the performance guarantee], representing the performance guarantee mentioned in Article 15 of the Special Conditions of the Contract [Contract number and title] concluded between the Contractor and Contracting Authority, hereinafter referred to as 'the Contract'.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to fulfill its contractual obligations fully and properly or that the Contract has been terminated. We will not delay the payment, nor will we oppose it for any reason whatsoever. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released in accordance with Article 15.8 of the General Conditions to the Contract [and at the latest on (at the expiry of 18 months after the implementation period of the Contract)].¹⁹

The law applicable to this guarantee shall be that the country of Contracting Authority or the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country of Contracting Authority.

¹⁹ This mention should be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

The guarantee will enter into force and take effect upon its signature.

Done at,/../..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

[.....]

VOLUME 2

SECTION 6

SPECIMEN RETENTION GUARANTEE

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of
United Water Supply Company of Georgia, 76b Vazha Pshavela Ave, 0186 Tbilisi, Georgia
referred to below as the 'Contracting Authority'

Subject: Guarantee No ...

Retention Guarantee for Contract [Contract number and title] (please quote number and title in all correspondence)

We, the undersigned, [name, and address of financial institution], hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of [Contractor's name and address], hereinafter referred to as 'the Contractor', payment to Contracting Authority of [amount of the retention guarantee], representing the retention guarantee mentioned in Article 47 of the Special Conditions of the Contract (contract number and title) concluded between the Contractor and Contracting Authority, hereinafter referred to as 'the Contract'.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to fulfill its contractual obligations fully and properly or that the Contract has been terminated. We will not delay the payment, nor will we oppose it for any reason whatsoever. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released in accordance with Article 47.3 of the General Conditions to the Contract [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)].²⁰

²⁰This mention should be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

The law applicable to this guarantee shall be that the country of Contracting Authority or the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country of Contracting Authority.

The guarantee will enter into force and take effect upon its signature.

Done at,/../..

Name and first name: On behalf of:

Signature:

[Stamp of the body providing the guarantee]

[EDF projects only]

TAX AND CUSTOMS ARRANGEMENTS

Article 31 from Annex IV to the Cotonou Agreement

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.
2. Subject to the above provisions the following shall apply to contracts financed by the Community:
 - (a) the contract shall not be subject in the beneficiary ACP State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;
 - (b) profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months;
 - (c) enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the beneficiary ACP State in respect of the said equipment;
 - (d) professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the beneficiary ACP State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered;
 - (e) imports under supply contracts shall be admitted into the beneficiary ACP State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;
 - (f) fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the beneficiary ACP State; and
 - (g) personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.

3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

VOLUME III

TECHNICAL SPECIFICATIONS

VOLUME 3

TECHNICAL SPECIFICATIONS

VOLUME IV

FINANCIAL TEMPLATES

VOLUME 4

VOLUME 4.1

FINANCIAL BID TEMPLATES

1. In lump-sum contracts, an all-in price covers all the works concerned by the Contract. The all-in price will, if necessary, be calculated on the basis of the Breakdown of the Lump-sum Price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items. Where items are accompanied by quantities, these will be firm quantities drawn up by Contracting Authority. The firm quantity is the quantity for which the Contractor has submitted an all-in price, which will be paid to it irrespective of the quantity actually supplied.

2. Each tender dossier must specify the exact type of contract used. The Bill of Quantities and Price Schedule (for unit-price contracts)/Breakdown of the Lump-sum Price (for Lump-sum Contracts) must provide sufficient information on the quantities of works to be performed to enable bids to be prepared, and when a contract has been entered into, to provide an itemised basis for measuring the works executed.

3. In order to attain these objectives, works should be itemised in the Bill of Quantities and Price Schedule (for unit-price contracts)/Breakdown of the Lump-sum Price (for Lump-sum Contracts) in sufficient detail to distinguish between the different categories of works, or between works of the same nature carried out in different locations or any other circumstances which may give rise to variations in cost. Their layout and content should be as simple and brief as possible, while remaining consistent with these requirements.

VOLUME 4.2

**FINANCIAL OFFER TEMPLATES
LUMP SUM CONTRACTS**

VOLUME 4.2.1 - INTRODUCTION

1. General

- 1.1 The Breakdown of the Lump-sum Price (Volume 4.2.3) is the itemised list of prices showing the build-up of the price in a Lump-sum Contract. This Breakdown of the Lump-sum Price does not derogate in any way to the clause stating that, in a lump-sum contract, the total contract price remains fixed irrespective of the quantity of work actually carried out.

The amounts due will be calculated:

<for example: through the measurement of the percentage of works carried out in relation to the firm quantities of each item of the Breakdown of the Lump-sum Price and by applying that percentage to the lump-sum price of the related item>
<for example: by the tranches specified in article 49(1)(a) of the Special Conditions>.

- 1.2 The Detailed Breakdown of Prices (Volume 4.2.5) is the list which contains the basic costs, net costs and mark-ups, from which each price on the Breakdown of the Lump-sum Price and on the Daywork Schedule results. The Detailed Breakdown of Prices does not derogate in any way to the clause according to which, in a lump-sum contract, the total contract price remains fixed irrespective of the quantities of work actually carried out.

The Detailed Breakdown of Prices provides the coefficients for applying the price revision formula referred to in Article 48.2 of the Special Conditions and can provide the basis for valuation of additional work ordered referred to in Article 37.5 of the General Conditions.

- 1.3 Provisional sums for use when works are to be executed on a daywork basis (Volume 4.2.4) can only be executed by administrative order of the Supervisor, in accordance with the terms of the Contract.

2. Specific to Volumes 4.2.2, 4.2.3 and 4.2.4

- 2.1 The item description given in the Breakdown of the Lump-sum Price in no way limits the Contractor's obligations under the Contract to provide all the works described elsewhere.
- 2.2 The prices of the Breakdown of the Lump-sum Price include all incidental and contingent expenses and all risks necessary to construct, complete and maintain all works in accordance with the Contract. Unless separate items are provided in the Breakdown of the Lump-sum Price, prices include all costs involved in the various items of the Breakdown.
- 2.3 The prices do not include taxes and fiscal duties, as exoneration is explicitly given for the Contract. Non-exonerated taxes and fiscal duties are, apart from those stated separately in the financial offer templates, covered in the Lump-sum Price of the Contract and in the prices of the Breakdown of the Lump-sum Price and of the Daywork Schedule.

VOLUME 4.2.2
SUMMARY of Price Breakdown

Description	Amount EUR
Total of lump-sum price - for items	
Provisional sum (after confirmation of CA - if any)	
Site yard facilities	
Design Works	
TOTAL PRICE	

VOLUME 4.2.3

BREAKDOWN OF THE LUMP-SUM PRICE

Item	Description	Unit	Unit price	Firm Quantities	Lump-sum price EUR
	Description of items		- - - -	- - - -	
				- - - -	
	Total lump-sum price				

VOLUME V

DESIGN DOCUMENTS

VOLUME 5

DESIGN DOCUMENTS, INCLUDING DRAWINGS

Section 5.1

List of drawings attached

No	Name	Drawing No	Design No
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Section 5.2

List of Design Documents available

No	Designer	Design No	Design name	Date
1.				
2.				
3.				
4				

Drawings are available for inspection from [date] at the following address:

Consultant:
Person in charge:
Tel.: +
Fax: +
E-mail:

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date: