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Tender Documentation

Tender Documentation
Procurement of Line Capacity Auction Tool (software) Development and Technical Support Service for JSC "Georgian State Electrosystem" through Electronic Tender

1. Qualification requirements:

1.1.   According to the qualification requirements, the bidder shall submit following documents:

1.1.1. For legal entities of private law and individual entrepreneurs:
a) An excerpt from Registry of Entrepreneurs and Non-Entrepreneurial (Non-Commercial) Legal Enteritis;
b) A certificate on absence of public and legal restrictions (from the National Agency of Public Registry);

1.1.2. For legal entities of public law:
a) A certificate on absence of public and legal restrictions (from the National Agency of Public Registry);

1.1.3. For natural persons:
a) A certificate on absence of public and legal restrictions (from the National Agency of Public Registry);

1.2. The date of issue of the qualification documents to be submitted from the administrative authorities, stipulated by the paragraph 1.1 of the tender documentation shall not exceed the date of commencement of acceptance of the electronic tender bids.

1.3. The qualification documents to be submitted from the administrative authorities, stipulated by the subparagraph 1.2 hereof shall be submitted at most 5 (five) business days after their request. Non-resident bidder(s) must submit the qualification documents issued by the duly authorized bodies of their countries, which should be appended with their notarized Georgian translations. Non-resident bidder(s) must submit the qualification documents issued by the duly authorized bodies of their countries within the period of at least 30 days prior to commencement of acceptance of the bids.

1.4. Submission of the qualification documents (copies) from the administrative authorities, by the bidder shall be carried out through system to the procuring organization. The procuring organization shall have the right to demand for submission of the qualification documents from the bidder in the format prescribed by the Georgian legislation by the moment of signing the agreement.

Note: The Bidder shall not have the public and legal restriction on property.

2. Terms and Venue of Service

2.1. **Desired terms of the service to be rendered is 5 (five) months after signing of the agreement**

2.2.The bidder shall submit the information regarding the service to be rendered.

3. Statement of Work and Requirements regarding Procurement of Line Capacity Auction Tool (software) Development and Technical Support Service

3.1. Statement of Work regarding Procurement of Line Capacity Auction Tool(software) Development and Technical Support Service

GCAT

Georgian State Electrosystem Capacity Auction Tool

Statement of Work (SOW)

1.　　Introduction

1.1.　Purpose

The purpose of this document is to provide the Statement of Work for development of Capacity Auction Tool for Georgian State Electrosystem. This document describes goals for the work to be accomplished and various constraints on how that work gets accomplished. This document also describes any organizational dependencies and identifies the responsible parties for various elements of work.

1.2.　Scope

This document is applicable for Georgian State Electrosystem Capacity Auction Tool (GCAT) development program. GCAT development program will produce a web platform for allocation of the interconnection capacity of Georgia with Turkey and for usage of capacity, in compliance with ENTSO/E practices.

1.3.　System Overview

GCAT will be composed of applications and a number of software components which are building those applications.

Application is defined by its target audience and enables its audience to perform tasks and to be informed within the application scope. *Software component,* on the other hand, is defined by its objectives and it can perform numerous tasks within multiple applications.

GCAT will be composed of the following applications:
1. Public (Transparency) Application
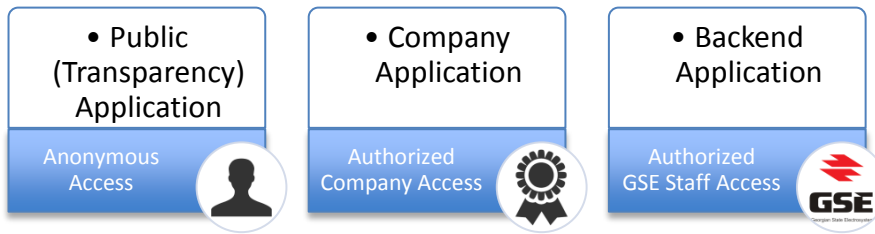2. Company Application
3. Backend Application

Figure 1 GCAT Applications

GCAT will be composed of the following software components:

1. Auctioning Module
   - Prioritized Capacity Allocation Subsystem
   - Bid Authorization Subsystem
   - Auction Retention Subsystem
2. Company Module
   - Company Prioritization Subsystem
   - Bank Guarantee Subsystem
   - Suspension Subsystem
   - Deregistration Subsystem
3. Nomination Module
4. Accounting Module
   a. Metering Data Collector Subsystem
5. Staff Management Module
   - Role Based Delegation Subsystem
6. Logging and Audit Module
7. Curtailment Module
8. Reporting Module
9. Content Management Module
   - Announcement Subsystem
   - Document Management Subsystem
10. Command Line Interface (CLI) Module
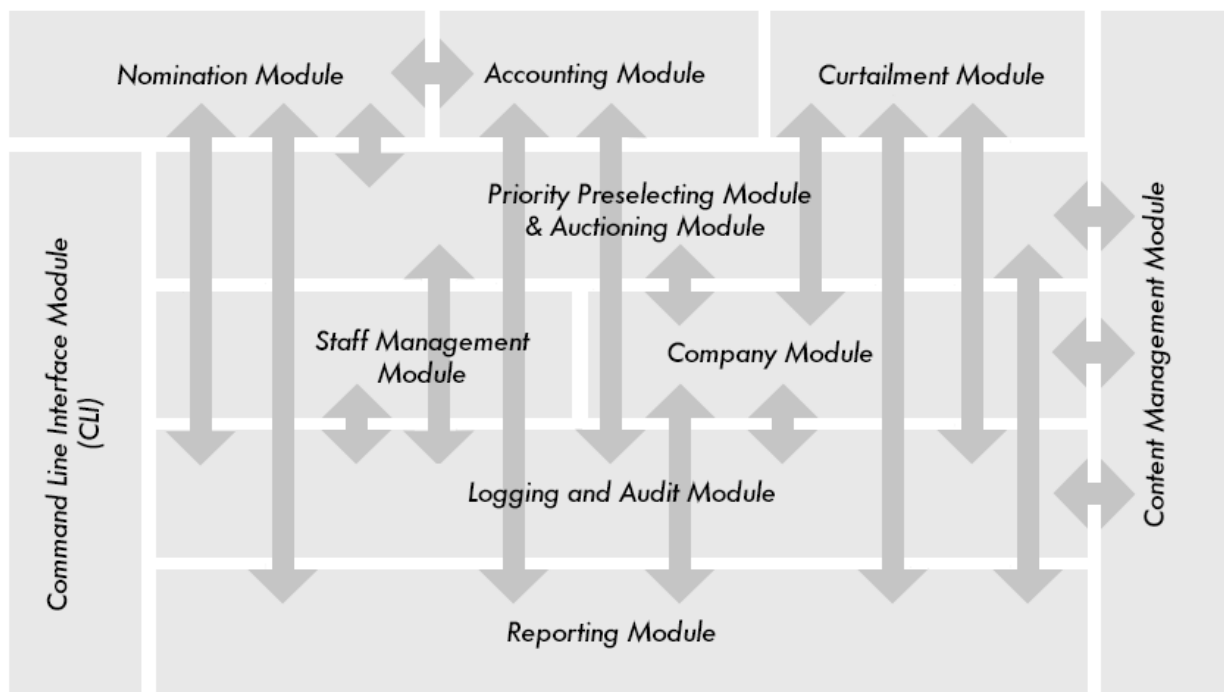   - Task Automation Subsystem

Figure 2 Intrarelation of software components

	Public Application	Company Application	Backend Application
Auctioning Module	▯	☐	☐
Company Module	▯	☐	☐
Nomination Module		☐	☐
Accounting Module			☐
Staff Management Module			☐
Logging and Audit Module		②	☐
Curtailment Module		☐	☐
Reporting Module			☐
Content Management Module	▯	▯	☐

▯: Read Only / ²: Write Only

Figure 3 Interrelation of software components

2. Organizational Responsibilities

This section describes the organizations that will be performing work on the program and also identifies what work they will be doing. This program will be a coordinated development activity between GSE and the Contractor.

2.1. GSE Responsibilities

2.1.1. GSE Program Management Responsibilities

The work responsibilities of GSE Program Management are as follows:

1. Providing interface between the Contractor and providers of services that GCAT requires
2. Domain requirements interchange meetings
3. System Specifications Review (SSR) and Test Readiness Review (TRR) scheduling
4. Contract documentation approval
5. End item acceptance

2.1.2. GSE Technical Responsibilities

1. Provide domain requirements inherently applied by law and regulations in Georgia
2. Provide a level of support to clarify requirements, system interface issues, or offer partial solutions to technical problems
3. Review and approval of system requirements to be supplied by the Contractor
4. Review and approval of verification procedures and report to be supplied by the Contractor
5. Test and Production server environments including
   a. Any electronic certificates, including SSL certificates required for secure HTTP connection, required for GCAT
   b. Domain name registration for GCAT web platform

2.1.3. GSE Software Quality Assurance Responsibilities

1. Identification and communication of specific development quality assurance requirements to the Contractor.
2. Approval of verification procedures and report to be supplied by the Contractor in TRR

2.2. Contractor Responsibilities

1. The Contractor will be responsible for development, testing and deployment of GCAT software.
2. The Contractor will provide technical analysis and solution proposal 1 (one) week prior to kickoff meeting.
3. The Contractor will provide monthly status, including risk items and action items, in a format to be approved by GSE.
4. The Contractor will notify GSE in writing of any technical, schedule and scope changes.
5. The Contractor will establish a system requirements baseline and verify GCAT against those requirements.

2.3. Contractor Engineering Responsibilities

There will be two review points, SSR and TRR. The work responsibilities of the Contractor are as follows:

1. Provide GSE a description of development tools and environment
2. Hold SSR to verify requirements understanding and overall system approach
   a. Formal review at Contractor site with GSE Technical Team
3. Hold TRR to verify testing approach and acceptance procedure
   a. Formal review at Contractor site with GSE Technical Team and Quality Assurance Responsible
4. Prepare and distribute the meeting minutes after reviews with GSE
5. Software Quality Assurance
6. Software Configuration Management

2.4. Contractor / GSE Communication

The means by which the Contractor and GSE will communicate with each other should be described, including:

1. Monthly status and technical interchange meetings starting next month after kickoff meeting and ending by TRR meeting
2. Program change requests or engineering change orders to be provided by GSE
3. Bug and error reports to be provided by GSE
4. Provide materials for review, 1 (one) week prior to SSR and TRR
5. SSR
6. TRR

Meetings can be held as teleconferences. Both GSE and the Contractor will provide points of contact for both program and technical interface as needed.

3. GCAT Physical Infrastructure

1. GCAT will be deployed in dedicated servers.
2. There will be 1 (one) test server and 1 (one) production server.
3. GCAT will support deployment on both physical servers and virtual private servers (i.e. Amazon™, Rackspace™, Digitalocean™ etc.).
4. GCAT servers will be installed or ready to be installed Linux Debian 7.0 as operating system.
5. GCAT will be providing service over secure HTTP connection.

4. General Requirements

- The Contractor will perform GCAT installation and deployment activities.
- GSE will perform operational activities, including providing and loading static data that is required for live system.
- GSE will perform maintenance activities, including backup and restoring of production servers.

4.1. Development Tools and Environment

- The development tool set and environment will be documented.
- GCAT and any of its internal services will be compatible with Debian 7.0 Linux operating system.
- The Contractor will provide build instructions in a form that they can be executed by GSE if any of GCAT components requires compilation.

4.2. Software Quality Assurance

- The Contractor will provide evidence that GCAT functionality and performance are tested against defined and reproducible test procedures.
- The Contractor will provide traceability matrix that relates system requirements to technical specifications defined in contract.
- The Contractor will provide traceability matrix that relates system test procedures to system requirements.

4.3. Configuration Management

The Contractor will maintain a configuration management system that conforms following:

1. Versioning delivered artifacts in a format to be approved by GSE
2. Tracking error/bug reports
3. Tracking program change requests and engineering change orders

4. Tracking change in the development tools and environment
5. Tracking change in the deployment platforms

5. Technical Requirements

Technical requirements for all the supplied software components are as follows:

1. The software will not include any artifacts under any license that is not provided with GCAT.
2. The software will be platform and database independent.
3. User interfaces will be multilingual and support languages; Georgian, English. This setting will affect following parts of the software;
   - User interface can be used either in English or Georgian by the user.
   - System generated auction specification file will be composed of "Auction Specification in Georgian" and "Auction Specification in English".
   - Announcements made and related documents uploaded from backend must have both Georgian and English contents and titles where applicable.
   - Registered companies will have a "Communication Language" setting which will affect the language of the emails delivered to them.
4. Software will be web based, which means;
   a. It will run on a server,
   b. It will be accessible to users via Internet by any of the supported browsers. Supported browsers will include latest versions of:
      i. Microsoft Internet Explorer
      ii. Mozilla Firefox
      iii. Google Chrome
5. GCAT will utilize Georgian Lari – *GEL* for the system wide currency setting.
6. Files generated by the Software will be compatible with related ENTSO/E Document Standards where applicable.
7. Software will use Georgian local time zone (GMT+4) and will not make any Day Light Saving (DST) time adjustments. However a recipe will be delivered to explain how to change the timezone of the platform. This may include system administration staff to interact with the server.
8. Software will have an internal caching system to minimize the bootstrap time of responses after initial request.
9. Companies and GSE staff will access their accounts within GCAT by signing into the relevant application. Signing in procedure will require user to type his email address, password and security code (Captcha) to prevent script-based automated accesses.
10. Software will use MD5 encryption for company and GSE staff accounts passwords.
11. Information used by Software internally which is subject to change, will be manageable under relevant configuration files.
12. **Auctioning Module** will enable GSE to offer auctions of pre-calculated Available Transmission Capacities (ATC) on defined interconnection lines and transfer directions.
    a. Auctioning Module will support both *Marginal Price* and *Pay as Bid* algorithms. When announcing the auction, wished option can be set.
    b. Registered companies will be able to bid on announced auctions within the defined date interval (bidding period) of the auction via the Software.

    c. GCAT will implement four priority groups for companies to be associated. These priority groups will be;

        i. *Group A* – Emergency *(Highest Priority)*
        ii. *Group B* – Reserved CTR
        iii. *Group C* – New and Under construction
        iv. *Group D* – Rest *(Lowest Priority)*

    d. GCAT will have 0.5 MW capacity resolution in *Auctioning and Priority Group Allocation Subsytem*, therefore:

        i. Companies can bid for multiples of 0.5MW, ie. 0.5MW, 1MW, 1.5MW, etc.
        ii. Minimum bid capacity will be 0.5MW per bid.
        iii. GSE can increase this "minimum capacity/per bid" limit per auction, but cannot decrease below 0.5 MW, the custom limit must also be the multiple of 0.5 MW.

    e. The winning bids will be calculated by GCAT after auction bidding period completed. The allocation of capacity will start from the highest priority group bids to the lowest priority group bids. Until there happens a congestion within a priority group, the allocation will be done free of charge.

        i. If there exists a single company representing all the bids in the same priority group and the bid capacity is higher than remaining capacity, allocation will be free of charge again.
        ii. If there exists a need to share the remaining capacity between multiple companies within the same priority group, the earliest bid will be advantageous to take the last remaining capacity unit.

    f. *Bid authorization subsystem* will use email verification code authorization to authorize submitted bids.

    g. *Auction retention subsystem* will automatically archive completed auctions to enable future access and reporting purposes.

    h. Auction Module will not cover invoicing subsytem, therefore system won't be involved with the invoicing process, however it will list auction results in a form that is useful for external invoicing procedures. The data listing will be in the following format:

Company Name	Taxation Number	Country of Origin	Allocated Capacity (MW)	Duration (Hours)	Unit Price (GEL)	Total Price (GEL)

13. **Company Module** will enable GSE to register applicant companies within GCAT.

    a. Registered companies will be able to bid on announced auctions via the Software.

    b. *Company Prioritization Subsystem* will enable GSE to manage the priority procedures (categories) of registered companies to be used in priority capacity allocation process. A company can be granted with multiple priority groups with optional bidding capacity limit per priority group. The configuration via this subsystem is optional and if it is skipped, the company will be configured to be just in Group D with an infinite bidding capacity limit.

    c. *Bank Guarantee Subsystem*, will make it possible to register bank guarantee letters for companies. Company registration form will have an *ON/OFF* setting to define whether a valid bank guaranty is required *for that company* to participate in auctions. For companies having

this setting ON, the only way to bid for an auction is to have a valid bank guaranty defined within GCAT. But the rest of the companies (having this setting OFF) can bid in auctions with or without bank guaranties. *Valid bank guaranty* means, the period of the bank guaranty completely covers the auction's whole transfer period and bank guaranty's status is active on GCAT.

d. *Suspension Subsystem,* will enable the suspension of registered companies within the Software. Suspended companies, cannot login to Software therefore cannot make nominations.

e. *Deregistration Subsystem,* will be integrated with suspension subsystem and will enable GSE staff to cancel (mark as deleted) registered company accounts.

f. Company registration will be composed of two parts. First part will enable GSE to defined the following meta information for the company:

    i. *Company Meta Information*

Company Name (*)	Operational Staff Name	Company Address
Company Description	Operational Staff Phone	Company Postal Code
Responsible Staff Name (*)	Operational Staff Mobile Phone	Company Country of Origin
Responsible Staff Email (*)	Operational Staff Fax	Company Taxation No (*)
Communication Language (*)	Operational Staff Email	Company Bank Account Number – IBAN (GEL)
Contact Staff Name	Financial Staff Name	Company Bank Account Number – IBAN (USD)
Contact Staff Phone	Financial Staff Phone	Requires Bank Guaranty for Bidding (*)
Contact Staff Mobile Phone	Financial Staff Mobile Phone	Allowed IP Addresses
Contact Staff Fax	Financial Staff Fax	
Contact Staff Email	Financial Staff Email	

Figure 4 - Auction result listing of financial details

ii. *Company Priority Group Configuration*

Figure 5 – Company Priority Group Configuration

14. **Nomination Module** should enable companies, in case of necessity, to make nominations within the Software. Companies, who had won capacity from GSE auctions will make nominations for Georgia → Turkey and Turkey → Georgia transfer directions (TD) without counter market party info. Therefore, nomination will involve each CTR holder to submit a 2(TD) x 24(Hour) matrix daily.

15. **Accounting Module** will enable GSE to manage realized energy transfers by utilizing metering values.
    a. *Metering Data Collector Subsystem*, will enable GSE to upload metering data export file to GCAT.

16. **Staff Management Module** will enable GSE to manage (add, update, suspend, activate, deactivate) backend user accounts on Software.
    a. *Role based delegation subsystem* will enrich staff management module to limit/extend staff user accounts with relevant role based permissions.

17. **Logging and Audit Module** will be integrated with major parts of GCAT, which involves users to add/update/delete any records on the System.

18. **Curtailment Module** will enable GSE to define planned maintenances and unplanned faults as curtailments on related interconnection lines.
    a. Curtailments defined within this module will be announced automatically on public (transparency) application.
    b. In enabled, Software will keep track of the sum of curtailments within a year and display it as an indication of ensured quality.

19. **Reporting Module** will be integrated with data generated by modules of the Software; therefore will be capable of generating following reports.
    a. *Company Trade Report* – based on nominations
    b. *GSE Income Report* – based on auction results' financial outputs
    c. *Capacity Usage Report – based on auctioned capacity and allocated capacity*
    d. *Daily Operations Report – based on system logs*

20. **Content Management Module** will be responsible for the management of specific content displayed on public (transparency) application and company application.
    a. *Announcement Subsystem* will enable GSE to make announcements to all companies or a defined-set within them.
        i. Announcements will not only be displayed on applications but also will be send to related companies by email.

      ii. Software will enable GSE staff to create separate announcement contents for each language supported.

    b. *Document Management Subsystem* will enable GSE to present any document available for download within the public (transparency) application.

21. **Command Line Interface (CLI) Module** will make it possible to accomplish bulk tasks within Software without dealing with the user interface.

    a. *Task Automation Subsystem* will use built-in Linux scheduling capabilities to deamonize the performance of periodic bulk tasks.

6. Program Requirements

1. The Contractor will provide training to GSE technical team responsible for maintenance of GCAT
2. The Contractor will provide service for not less than 1 (one) year warranty period after product acceptance. This warranty includes any fixing software errors and completion of any missing functionality in the scopeof system requirements.

7. Abbreviations

GSE	Georgian State Electrosystem
GCAT	Georgian State Electrosystem Capacity Auctioning Tool
SOW	Statement of Work
ENTSO/E	European Network of Transmission System Operators for Electricity
SSS	System/Subsystem Specifications
SSR	System Specifications Review
STD	System Test Documentation
TRR	Test Readiness Review
SQA	Software Quality Assurance
PMP	Project Management Plan

Note: Line capacity Auction Tool(software) Development and Technical Support Service shall be carried out in line with the Statement of Work.

3.2. Requirement:

3.2.1. Guarantee period for the service rendered by the Supplier shall be at least 1 (one) year from the date of signing of the delivery-acceptance certificate.

3.2.2 The bidder shall have at least 3 (three) year experience of similar service regarding line capacity Auction Tool (software) Development and Technical Support Service, that should be evidenced by the information about similar service during last 3 (three) years (indicating the companies and terms of the rendered services).

4. Draft Agreement No.____ on Procurement of Services (with related service)

Tbilisi   _____, 2014

I. Parties

1.1.   The present agreement hereof is made on ----------, 2014, by and between JSC "Georgian State Electrosystem", represented by ------------------- ------------------ (hereinafter referred to as the Purchaser), on one hand, and -------------- --------------- (hereinafter referred to as the Supplier), represented by -------------------, on the other hand, acting on the basis of the charter of the company and in accordance with the applicable legislation.

II. Subject to the Agreement

2.1.   The Supplier shall be liable to render the services to the Purchaser (CPV code: 72200000, 72212470, 72250000) in accordance with the Annex No.1 (price list) and the Annex No.2 (Statement of Work).

2.2.   The Annex No.1 and the Annex No.2 are the integral parts of the Agreement hereof.

III. Value of the Service and Terms and Conditions of Settlement

3.1.   The total value of the service is defined in accordance with the Annex No.1 (price list) hereunder and amounts to --- (–) GEL, ------- VAT (hereinafter referred to as the "Value of the Agreement").

3.2.   Settlement shall be carried out according to complitely rendered service within the period of 10 (ten) calendar days after signing of the delivery-acceptance certificate and submission of the appropriate documentation -------------------.

3.3.   If advance payment is required by the Supplier, the Purchaser shall pay to the Supplier the advance amount (at most 30% of the value of the Agreement) in case of submission of the bank guarantee for the appropriate amount by the Supplier, within 5 (five) business days after submission of the bank guarantee (the bank issuing the guarantee shall be awarded with at least category B according to long-term credit rating of "Standard & Poor's" (S&P) or "Fitch Ratings" or "Moody's"). The bank guarantee shall be valid for the term exceeding at least 30 calendar days to the validity of the Agreement. The amount paid in advance shall be considered during final settlement.

3.4.   Settlement shall be carried out in GEL, by means of the non-cash settlement (via bank transfer).

Note: In case of winning of non-resident Bidder the Contract value of the service could be in foreign currency (USD or EUR) according to the official exchange rate against GEL, established by the National Bank of Georgia on the day of electronic trading.

IV. Rights and Liabilities of Parties

4.1.   The Purchaser shall take the obligation to pay the value of the actually rendered service to the Supplier in line with the terms and conditions stipulated hereunder.

4.2.   The Purchaser shall be authorized to demand for full information from the Supplier about progress of the service to be rendered.

4.3.   The Supplier shall be obliged to provide the service stipulated hereunder with due quality and in line with the applicable standards.

4.4.   The Supplier shall render the service in accordance with the Annex No.1 (Price list) and the Annex No,2 (Statement of Work) of this Agreement.

4.5.   The Supplier shall be obliged communicate in writing to the Supplier regarding all the subcontracts concluded hereunder and to present the copies of the agreement concluded with it.

4.6. None of the subcontracts concluded hereunder may release the Supplier from material or other obligations. Final relations between the Purchaser and the Supplier shall be carried out according to the terms and conditions of this Agreement.

V. Terms of the Service to be rendered

5.1. The terms of the service to be rendered hereunder is --------- (------) months after conclusion of the Agreement.

VI. Guarantee

6.1. The Supplier shall provide guarantee that the rendered service shall be free from any defect in case of compliance with the performance standards.

6.2. In terms of appropriate performance, the guarantee term on the rendered service is – (-) year after signing of the delivery-acceptance certificate.

6.3. If any defect or discrepancy is revealed during the guarantee term, the Supplier shall be liable to correct the defects at its own expenses, within the period of –(-) business days after acceptance of written notification from the Purchaser.

VII. Performance Bond

7.1. The guarantee for the Agreement, performance bond, bank guarantee, 2% of the value of the Agreement provided by the Purchaser (the bank issuing the guarantee shall be awarded with at least category B according to long-term credit rating of "Standard & Poor's" (S&P) or "Fitch Ratings" or "Moody's") shall be applied for in following cases:

    a) The term of rendering of the service by the Supplier is violated for more than 30 (thirty) calendar days;

    b) The service rendered by the Supplier does not correspond to the requirements as defined by the Agreement hereof.

7.2. In the cases stipulated by the paragraph 7.1 of the Agreement hereof, the Purchaser based on the bank guarantee shall unconditionally and irrevocably receive the entire guarantied amount (2% of the value of the Agreement).

7.3. Application of the performance bond by the Purchaser does not exempt the Supplier from the liabilities stipulated by the Article VIII of the Agreement hereof.

VIII. Responsibilities of the Parties

8.1. In case of delay in rendering of the service due to the fault of the Supplier, the Supplier shall be liable to repay the penalty in amount of 0.1% of the value of the Agreement for each calendar day overdue before the day of complete fulfillment of the service.

8.2. In case of incomplete or failure of rendering the service due to the fault of the Supplier, the Supplier shall be liable to repay the penalty in amount of 0.1% of the value of the Agreement for each calendar day overdue before the day of termination of the Agreement.

8.3. The penalties defined by the paragraphs 8.1 and 8.2 of the Agreement hereof shall be accrued for repayment to the Supplier also in case if the service rendered by the Supplier is not accepted or fulfilled with faults until the day of rendering of the high quality service instead of faulty or defective service. Paragraphs 8.1 and 8.2 shall be applied to the guarantee period as well.

8.4. In case of unilateral non-implementation of the liabilities imposed hereunder, the parties are liable to compensate the caused damage in full according to the rule set by the applicable

legislation of Georgia. Compensation of the damage or its demand does not stop accrual of the penalties stipulated by the article hereof.

8.5. The Purchaser shall be entitled to deduct (to decrease compensation) the amounts of the penalties stipulated by the article hereof and accrued to the Supplier during settlement of the value of the rendered service.

IX. Control over Implementation of the Agreement

9.1. The Supplier shall be obliged to provide the Purchaser with the staff, technical facilities and other working conditions required for fulfillment of control at its own expenses. If the Purchaser prefers to apply its own or invited staff for the purpose of control, they will be compensated by the Purchaser.

9.2. The Supplier shall be obliged to correct all the defects or faults revealed after such control at its own expense.

9.3. None of the wording of this article may release the Supplier from the obligations stipulated hereunder.

9.4. The control over implementation of the Agreement by the Purchaser is carried out by ———————— – of JSC "Georgian State Electrosystem".

9.5. The control is carried out through compliance of the quality and terms of rendering of the service with the terms and the conditions of the Agreement.

X. Delivery-Acceptance Procedure of Purchase Object

10.1. The person(s) defined by the Supplier according to the subparagraph 9.4 hereunder shall check the compliance of the rendered service with the terms and conditions of this Agreement. In case of absence of defect, the delivery-acceptance certificate shall be concluded on the actually fulfilled service.

10.2. While acceptance of the service, in case of reveal of any fault (defect), the Purchaser shall be liable to communicate to the Supplier regarding the relevant faults (defects) immediately and in the effective manner in writing.

10.3. In case of revealing the faults (defects), the Supplier is liable to correct the defect within the period of – (–) business days at its own expenses.

10.4. The service stipulated hereunder) shall be considered as accepted upon signing of the delivery-acceptance certificate by and between the parties.

XI. Force-Majeure

11.1. Suspension of the terms and conditions of the Agreement or any of them due to incurring of the force-majeure circumstances shall not be considered as non-implementation or violation of the terms and conditions of the Agreement hereof and will not cause imposing of the penalty sanctions.

11.2. For the purposes of the article hereof, "Force-Majeure" means the circumstances insuperable for the parties and beyond their control or independent from the parties, which are not related to their errors and negligence and which bear the preliminarily unforeseen character. Such circumstances might be caused due to war or natural calamities, epidemic, quarantine, imposing of embargo, etc. For sufficient certificate confirming existence of force-majeure, the parties agree upon to consider the appropriate certificate issued by the Chamber of Commerce and Industry of the relevant country.

11.3. In case of incurring of force-majeure circumstances, the contractual party, for which it becomes impossible to implement the undertaken liabilities, shall immediately send to the other party the written notification regarding such circumstances or their reasons. If the party sending the notification does not receive the written response from the other party, such party at its discretion,

according to the appropriateness and the own capabilities continues to implement the liabilities undertaken due to the Agreement hereof and tries to find out such alternative ways for implementation of the liabilities, which would be independent from impact of the force-majeure circumstances.

XII. Relations between the Parties

12.1. Any official relations between the contractual parties shall be implemented in writing. The written notification, which the party sends to the other in accordance with the Agreement, shall be sent in form of the mail notification, which shall be signed by the person authorized for management and/or representation. With the purpose to set the immediate and efficient contact, it is possible to send the notifications via e-mail (scanned version of the letter) or fax, with the conditions to deliver the original lately.

12.2. The notification enters into force on the day of its receipt by the addressee or the date set for validation of the notification, whichever incurs later.

XIII. Modification of the Terms and Conditions of the Agreement and/or early Termination

13.1. Any modification and/or amendment to the Agreement hereof might be carried out on the basis of the written agreement by and between the parties.

13.2. Modification of the terms and conditions of the procurement agreement is inadmissible, if as the result of such modifications the total value of the Agreement increases or the terms and conditions of the Agreement for the procuring entity are deteriorated, except for the cases stipulated by the Article 398 of the Civil Code of Georgia. Besides, the total value of the Agreement shall not increase by more than 10%.

13.3. The agreement might be terminated preliminarily in the following cases:

13.3.1. Upon agreement of the parties;

13.3.2. With the statement of one of the parties in case of substantial violation of the terms and conditions of the Agreement hereof by the other party;

13.4. The Purchaser may terminate the agreement preliminarily in the following cases:

13.4.1. If it becomes known to the Purchaser that due to the reasons beyond the control of the latter, the Purchaser fails to provide implementation of the liabilities imposed hereof;

13.4.2. In case of bankruptcy of the Supplier;

13.4.3. If it becomes known to the Purchaser that the information submitted by the Supplier is false which is the basis for losing of confidence of the Purchaser.

13.4.4. In other cases as stipulated by the applicable legislation of Georgia.

13.5. In the cases indicated in the paragraph 13.4 hereof, the Purchaser is obliged to compensate the value of the actually rendered service to the Supplier.

XIV. Interfering to Implementation of the Agreement

14.1 If during the process of implementation of the Agreement the parties face any impeding circumstances, due to which implementation of the terms and conditions of the Agreement is interfered, such party shall immediately send to the other party the written notification on fact of interfering, its possible duration and the reasons. The party receiving the notification shall communicate own decision made regarding the indicated circumstances to the other party as soon as possible.

14.2. In the event if due to interfering to implementation of the terms and conditions of the Agreement the parties agree upon to prolong the term for implementation of the terms and conditions of the agreement, such decision shall be concluded by means of introducing of the modifications into the Agreement.

XV. Settlement of Dispute

15.1. The contractual parties hereby agree upon to refer to all the efforts in order to settle all the disputes and the discrepancies incurred by and between the parties regarding the Agreement or the issues related to the Agreement via amicable negotiations,.

15.2. If in the term of 30 (thirty) days after commencement of such negotiations the parties fail to agree upon the disputable issues, any party is entitled to solve the dispute by applying to the court according to the set rule.

XVI.   Validity of the Agreement

16.1. This Agreement enters into force upon its signing by the parties.

16.2. The validity of this Agreement shall be considered as expired upon fulfillment of the above terms and conditions, nevertheless **no later than** ——————— **201-,** and in the part of the guarantee obligations – until the end of the guarantee validity.

XVII. Miscellaneous

17.1. The Agreement is drafted in Georgian language in two copies and each of them bears equal legal force.

17.2. In the cases not stipulated hereunder, the parties shall act in accordance with the applicable legislation of Georgia.

17.3. The terms and conditions stipulated by the Agreement hereof are binding and obligatory for implementation by the parties and their legal successors and assignees. It is inadmissible to assign the liabilities foreseen by the Agreement hereof to the other party without preliminary written consent by the other party.

17.4. The terms and conditions stipulated by the Agreement hereof are the confidential information and shall not be disclosed to the other party, except for the cases prescribed by the legislation.

17.5. The Agreement hereof is drawn in accordance to the subparagraph (p), paragraph first, article 3 of the Law of Georgia on State Procurement.

XVIII. Requisites of the Parties

Purchaser   Supplier:

Annex No.1
Price list

_____

Annex No.2
Statement of Work

_____

5. Annex No.1, Price List
On Procurement of Capacity Auction Tool(software) Development and Technical Support Service for JSC "Georgian State Electrosystem"

The bidding price shall be given in GEL, without VAT

Name of the bidder: _____

No.	Name of Service	Total price, without VAT (GEL)	Terms of rendering of service
1.	Line Capacity Auction Tool (software) Development and Technical Support Service		

Note:
1. The service shall be carried out in line with the Statement of Work.
2. Value of the bid shall include all the expenses.
3. In case of winning of non-resident Bidder the Contract value of the service could be in foreign currency (USD or EUR) according to the official exchange rate against GEL, established by the National Bank of Georgia on the day of electronic trading.

Signature of bidder: _____
Seal

6. Additional Information on Technical Documentation

6.1.   Only one winner may be announced in this tender;

6.2.   The bid uploaded in the electronic system by the bidder shall include following documents and information:

6.2.1.   Filled-in price list **(Annex No.1)**

6.2.2.   Approval on the statement of work stipulated by the subparagraph 3.1, paragraph 3 of the tender documentation.

6.2.3.   At least 3 (three) year experience of similar service regarding capacity Auction Tool(software) Development and Technical Support Service, that should be evidenced by information about rendering of similar service during the 3 (three) years (indicating the companies and terms).

6.2.4.   Information about terms of rendering of service;

6.2.5.   Information about validity of guarantee regarding the rendered service;

6.2.6.   Information on requirement of advance payment (at most 30% of the value of the agreement);

6.2.7.   Requisites of the bidder: address, identification code, bank requisites, phone or/and fax numbers.

6.3.   Performance bond, bank guarantee, 2% of the value of the agreement, shall be applied in the agreement, which should be submitted prior to signing of the agreement, and its validity must exceed the validity of the agreement for 30 (thirty) calendar days.

6.4.   The means and procedures of demand of additional information and explanation regarding the tender documentation shall be defined in line with the article 6 of the procedure approved by the Order No.9 of the Chairman of the State Procurement Agency, as of April 7, 2011;

6.5.   All the mandatory documents shall be submitted in Georgian language;

6.6.   The bidder shall have the right to submit only one bid;

6.7.   Alternative tender bid shall not be allowed.

7. Contact Details

You may receive any additional information and explanations regarding the electronic tender from following members of the tender commission:

Manana Amaglobeli - Tel: 2 989816, Tel: 577755430, E-mail: manana.amaglobeli@gse.com.ge

Maia Khabeishvili -   Tel: 577240458,   E-mail: maia.khabeishvili@gse.com.ge