

JSC Georgian Oil and Gas Corporation (GOGC)



Tender Documentation

State Procurement of Cleaning PIGs

CPV 38540000

1. Procurement Object

1.1. Procurement of cleaning pigs (hereinafter referred to as “Goods”) in accordance with attached technical provisions (clause 8; Technical and Qualitative Specifications of the Goods).

2. Documentation confirming the qualification requirements of the Bidder – not applicable

3. Terms and place of delivery of the Goods

3.1. Goods shall be delivered not later than 50 (fifty) calendar days after signing the contract;

3.2. Goods shall be delivered on DDP provisions (Incoterms 2010) basis;

3.3. Goods shall be delivered on the following address: GOGC’s Pipe yard, #9 Chirnakhuli St., Tbilisi.

4. Estimated cost of the procurement object, bid price and terms of payment

4.1. Estimated cost of the procurement object shall be GEL 11052,00 excluding VAT;

4.2. In the Unified Electronic Procurement System (hereinafter referred to as “System”) the price of the bid shall be indicated in national currency (GEL) including all required expenses and taxes considered by Georgian Legislation, excluding VAT;

4.3. The price indicated by the Bidder in the respective field of the System shall be considered as the bid price;

4.4. In case the final price specified by the lowest Bidder in the system is lower than the estimated cost of the object of procurement by 20% or more, within the reasonable term defined by the Purchaser (not more than 10 (ten) business days), the Bidder shall be obliged to justify the adequacy of pricing (justification may be made by expert conclusion and/or Contract signed by the Bidder in connection with supply of the object of procurement and/or invoice and/or waybill and/or customs declaration(s), which confirms the possibility of performance of undertaken contractual obligations at the price specified by the Bidder.

- In case the Bidder fails to submit a justification or the submitted justification is not considered satisfactory by the Purchaser, the Bidder shall be disqualified;

- Justification of adequacy of pricing submitted by the Bidder shall not be subject to clarification.

4.5. Expenses not considered in the bid price by the Bidder shall not be reimbursed;

4.6. The Purchaser shall include the amount of VAT corresponding to the bid price in the cost of the Agreement, if the Bidder by the moment of signing the Agreement is VAT payer in accordance with the requirements of the Georgian legislation;

4.7. Clerical errors made by the Bidder, such as reference to a wrong sum or multiplications, differences between verbal and digital expressions, can be adjusted by purchaser with the principle of unit price prevalence, provided it does not increase the respective bid price indicated in the System;

4.8. Payment to the Supplier shall be made in Georgian National Currency (GEL) in the form of cashless payment, in several stages, in accordance with the delivery of Goods, not earlier 8 and not later than 10 business days after submission of documents specified in the Contract.

5. General provisions

5.1. Bidder shall not be entitled to submit alternative proposal;

5.2. Each document/information created by Bidder and uploaded in the System shall be stamped (if applicable) and signed by the authorized person (if applicable, authorization confirmation document shall be uploaded along with);

5.3. The State Procurement Contract draft is provided in Annex #3 of the tender documentation. The terms and conditions may be adjusted in accordance of the bid by the time of signing the Contract;

5.4. For the goods to be purchased defined in the tender documentation where a certain trademark, model, source of origin or manufacturer (if any) are indicated, it is meant “similar”, “analogous”, or “equivalent”;

5.5. Tender documentation is completed in two copies in Georgian and English languages. In case of discrepancy between the Georgian and English versions, version in Georgian language shall prevail.

5.6. All the document(s) requested by tender documentation to be uploaded in the Unified Electronic System shall be submitted in Georgian; In case the documents are submitted in a foreign language, it shall be accompanied by a notarially confirmed Georgian translation.

6. Information for Bidders

6.1. The purchasing organization shall be obliged to make respective clarification/explanation in connection with the Bidding Proposal and Documentation in a manner established by legislation, by means of Q/A module of the unified electronic system, upon the request of the Bidder;

6.2. Any correspondence/notifications between the purchasing organization and the Bidder are sent by means of a respective module of the system and correspondence/notifications without using the system are not mandatory. Correspondence/notifications shall be considered received upon their upload in the system;

6.3. Bidder shall get explanations with respect to tender documentation in the apparatus of tender committee: 21, Kakheti Highway, second floor, room 200, Tbilisi, Georgia, contact person: Mr. Jaba Guraspishvili (tel.+995 (32) 224-40-40 (extension – 220).

7. Technical Documentation/Information to be Uploaded in the System by the Bidder

7.1. Bid (Table of Prices) – according to Annex #1;

7.2. Form of Bidder's Requisites – according to Annex #2;

7.3. Passport and/or exploitation manual and/or any other document issued by the manufacturer providing detailed technical specifications of the offered Goods':

8. Technical and Qualitative Specifications of the Goods

Nº	Title/Specification	Unit	Quantity
1	High density foam-rubber (paralon) PIG for pipe dewatering. PIG types should be for Dn700mm pipeline	Pcs	3
2	Simply low density foam PIGs for pipe drying. PIG types should be for Dn700mm pipeline	Pcs	4

Note:

- Supplied goods shall be new, of high quality and shall be compatible with standards and specifications defined in the tender documentation.

Annex #1 - Table of Prices

#	CPV	Title	Specifications	Manufacturer	Manufacturing Country	Unit	Quantity	Unit Price(GEL, VAT excluded)	Total Price (GEL, VAT excluded)	Terms of Delivery
1	2	3	4	5	6	7	8	9	10	11
1	38540000	High density foam-rubber (paralon) PIG for pipe dewatering. PIG types should be for Dn700mm pipeline				Pcs	3			
2		Simply low density foam PIGs for pipe drying. PIG types should be for Dn700mm pipeline				Psc	4			

The Price of the Bid ----- GEL (VAT excluded)

Note:

- The Bidder shall fill out columns 4, 5, 6, 9, 10 and 11 in the table of prices;
- The Bidder shall indicate detailed specification of the offered goods in column 4 of the table of prices (considering all the parametres defined by clause 8 of tender documentation)

Signature, Stamp ----- Date -----

Annex #2 -Requisites:

Legal form and name of Applicant:

Name and Surname of manager:

Legal and/or actual address of Applicant:

Identification code:

Applicant's telephone number:

E-mail address:

Service bank Name:

Bank Code:

Account Number:

Signature, Stamp ----- Date -----

Annex #3 - Draft State Procurement Contract

(This form and conditions of the State Procurement Contract may be specified upon mutual agreement on the date of signing the contract)

Tbilisi

_____ **2016**

JSC "Georgian Oil and Gas Corporation" (hereinafter referred to as "Purchaser") represented by its -----Director, Mr.[-----], on the one hand and

on the other hand [_____] (hereinafter referred to as "Supplier")

Whereas, _____ is announced to be the successful bidder with the price of GEL _____ excluding VAT in the tender announced by Purchaser for the year 2016 in accordance with paragraph "___" of article ___ of the Law of Georgia on "State Purchases",

we agree on the following:

1. Subject of the Contract

1.1. The subject of this Contract is to Purchase --- (hereinafter referred to as "Goods") in accordance with the terms of the Contract (CPV 38540000).

1.2. Goods description, specifications, quantity and price per unit are specified in Annex #1 of this Contract, attached hereto and representing its integral part.

2. Obligations of Parties

2.1. In accordance with the Contract Supplier is obligated to supply timely and completely flawless goods and accompanied documentation to the Purchaser under the Contract provisions and Purchaser shall be responsible timely and completely to pay Supplier amount specified under this Contract and to accept the goods.

3. Provisions of Goods Delivery

3.1. Supplier shall supply goods on DDP (Incoterms 2010) provisions excluding VAT.

3.2. Supplier shall be responsible to:

3.2.1. Supply goods within 50 (fifty) calendar days after signing the Contract on the following address: #9 Chirnakhuli St., Tbilisi.

3.2.2. Supply the goods to the Purchaser packed according to the Contract and/or its specifications

3.2.3. The goods to be delivered shall have the Certificates of Origin and Quality.

4. Goods Quality

4.1. Supplier shall assume obligation to deliver new, high quality goods and meet the requirements specified by the Contract and the goods' standards.

5. Supplier's Warranties

5.1. Supplier shall warrant that Goods supplied to Purchaser are flawless and corresponds the quality, technical specifications and requirements specified under clause 4.1. of the Contract.

5.2. Provisions of claim arisen due to goods flaw/defect shall be regulated under this Contract and Legislation of Georgia.

5.3. In case of any flaw/defect whatsoever Supplier shall on its expenses and under its responsibility ensure its elimination within reasonable timeframe defined in written notification (about flaw/defect revealing) received from Purchaser. Flaw/defect shall be corrected in accordance with Purchaser's request through goods replacement with the new one or through repair/correction.

6. Delivery-Acceptance of the Goods

6.1. Acceptance Certificate shall be executed between Supplier and Purchaser upon goods delivery to Purchaser that shall be signed by authorized persons of the parties.

6.2. Purchaser shall be entitled to reject low quality goods acceptance or acceptance of the goods rejected by Purchaser's inspection group, that don't correspond to the requirements specified under the Contract.

6.3. Until Acceptance Certificate is signed and stamped the Supplier shall be fully responsible for the damaged or destroyed goods.

6.4. In case of any delay of signing the Act of Acceptance by the Purchaser, resulting by the latter's fault, the responsibility of subsequent damage shall transfer to the Purchaser.

7. Contract Price and Payment

7.1. According to the provisions stipulated by the Contract the total price of the Goods shall constitute GEL excluding VAT.

7.2. Payment to the Supplier shall be made in Georgian National Currency (GEL) in the form of cashless payment, in several stages, in accordance with the delivery of Goods, not earlier 8 and not later than 10 business days after submission of documents specified in the Contract.

7.3. For the payment purposes, Supplier along with the goods shall deliver the following documentation to the Purchaser:

- a) Invoice;
- b) Waybill (packing list);
- c) Acceptance Certificate (signed by both parties);
- d) Goods Quality Certificates;
- f) Goods Certificate of Origin;
- h) Customs declarations of goods clearance in import mode (if any).

7.4. Payment shall be made in Georgian Lari (GEL) not earlier than 8 and later than 10 business days after submission to Purchaser of the goods and documentation specified in clause 7.3.

8. Nonperformance of Contract Provisions

8.1. If within reasonable period defined in written notification Supplier fails to perform procedure specified in clause 3 of article 5, Purchaser shall be entitled to impose Supplier to pay penalty in an amount of 100% of the value of incomplete/defected/flawed goods which shall be paid not later than 10 calendar days after written notification receipt by Supplier about fine imposture.

8.2. In case of goods delivery delay or incomplete delivery, Supplier shall be imposed penalty in an amount of 0.1 % of delayed or undelivered goods price per each delayed calendar day. Amount of fine may be deducted by the Purchaser during the payment.

8.3. Either party may request reimbursement of damage incurred due to nonperformance or improper performance of responsibilities of the other party.

8.4. In case of breach of Contract provisions by Supplier, penalty payment shall not release it, except in cases specified under Civil Code, from the responsibility to perform Contract provisions.

9. Contract Termination

9.1. In case nonfulfillment by the party of Contract provisions or undertaken responsibilities, the other party shall be entitled to indicate in writing on such circumstances and to request its correction (notification thereof shall be sent to the other party). After expiration of the term specified in the notification the party shall be entitled to terminate this Contract. In cases defined under Civil Code of Georgia Party shall be entitled to terminate Contract without such notification.

9.2. Purchaser shall be entitled to terminate Contract in case if Supplier doesn't or cannot perform undertaken responsibilities hereunder, including:

- a) Supplier fails to meet requirements defined in flaw/defect elimination notification;
- b) Amount of penalty to be paid by Supplier exceeds 5% of undelivered and/or delayed goods value;
- c) Supplier fails to deliver goods to Purchaser in time;
- d) The quality of the product delivered is not in compliance with the quality mentioned in quality and conformity certificates;
- e) Other cases defined under Legislation of Georgia.

9.3. Purchaser and Supplier may terminate this Contract mutually at any stage of its implementation upon agreement.

10. Exemption From Responsibilities

10.1. Parties shall be exempted from responsibilities for complete or partial nonperformance if such nonperformance is resulted from force-majeure circumstances (earthquake, floods, insurrection and other circumstances that are not under the control of the parties, it is impossible to foresee them and are considered to be force-majeure circumstances).

10.2. Party that is under force-majeure circumstances, shall immediately but not later than within 3 (three) calendar days notify the other party in writing or by e-mail about such circumstances and estimated term of its elimination. Otherwise, party shall not be exempted from responsibility for complete or partial nonperformance under the Contract.

10.3. The parties are responsible to determine the issue of applicability of Force Majeure to the present agreement. The Party to whom force majeure applies is, to the extent possible, responsible to find alternative ways in order to fulfill its obligations

10.4. Unless otherwise agreed between the parties, in case of force-majeure circumstances responsibilities performance period shall be suspended with the period during which such circumstance lasts.

10.5. Facts specified in written notification shall be certified by competent authority. Such certification shall not be necessary if facts are publicly known.

10.6. Parties shall proceed responsibilities performance upon force-majeure circumstances elimination.

11. Provisions of Contract Inspection

11.1. Purchaser or its authorized person shall be entitled to control goods volume, quality and delivery terms, as well as inspects goods and issue respective conclusion.

11.2. Inspection group established by Purchaser's organization shall perform control over State Purchases Contract and its annexes performance by supplier.

11.3. Functions of inspection group shall be:

- a) Proper control and surveillance of goods volume, quality and delivery terms with the Contract requirements and in case of Purchaser's authority assignment acceptance certificates signing;
- b) Goods inspection prior to the signature of acceptance certificate and its rejection in case of low quality;
- c) If necessary, record and storage of periodic documentation with respect to this Contract performance;
- d) Performance of other powers for the purpose of effective performance of this Contract.

11.4. Supplier shall be liable for reimbursement of any expenses related to revealed defect elimination and inspection.

12. Contract Amendments

12.1. Neither party hereto shall be entitled to alter Contract provisions unilaterally.

12.2. Amendments shall not be affected if such alteration shall increase Contract value for Purchaser or shall deteriorate Contract provisions, except cases defined under article 398 of Civil Code.

12.3. Upon occurrence of cases defined under article 398 of Civil Code of Georgia, it shall be prohibited to increase Contract total value for more than 10%.

12.4. Any amendment to the Contract shall be executed in the form of written agreement, shall be attached to the Contract and shall constitute integral part thereto.

12.5. All amendments to the Contract shall be legally binding only upon parties signing thereon.

13. Entering into Force and Term

13.1. Contract shall enter into force upon parties signing thereon and shall be valid till

13.2. Relevant provisions of the Contract shall remain valid until complete fulfillment of responsibilities undertaken by the parties.

14. Dispute Settlement, Governing Law

14.1. Any dispute arisen between the parties shall be settled through amicable negotiations.

14.2. If, within 30 days from the day when the dispute arises, settlement is not reached, all disputable issues shall be discussed in the Courts of Georgia.

14.3. Contract is executed in accordance with the Legislation of Georgia and shall be interpreted under the Legislation of Georgia.

15. Final Provisions

15.1. Contract is made up in 2 (two) identical specimens having equal legal capacity.

15.2. If any article, clause and/or provisions of this Contract are deemed invalid and/or void, this shall not affect validity of the remaining articles, clauses and/or provisions of the Contract.

15.3. Any communication between the parties required under the Contract shall be performed in writing via mail or through e-mail (Purchaser - public@gogc.ge; Supplier -)

15.4. Any annex and/or amendment and/or addition to this Contract represent integral part thereto.

16. Requisites of Parties