

Roads Department of the Ministry of Regional Development and
Infrastructure of Georgia



Single-stage electronic bidding for procurement of supervision services for routine repair, periodic repair, rehabilitation, reconstruction, modernization and construction works, disaster and other force major clean-up operations and bank protections works to be carried out on international and secondary roads (also on local roads if directed)

Bidding Documentation

1. Instruction to Bidders

- 1.1. Procurement procedures in Unified Electronic System of state procurement (hereinafter – system) are being carried out in compliance with the Law of Georgia on State Procurement and according to the Order N 9 dated April 7, 2011 of the Chairman of the State Procurement Agency on approving the rules for Conducting Simplified Procurement, Simplified Electronic Tender and Electronic Tender.
- 1.2. All bidding related documents and/or information shall be submitted in its original form (in case of copies those should be notarially certified true copies) in Georgian language. If documents or/and information are submitted in foreign language, Georgian translations performed in compliance with the active Georgian legislation should be attached. If the bidder is a foreign citizen or the legal entity registered abroad, registration related document shall be certified by authorized administrative body (embassy, consulate and/or other administrative body).
- 1.3. All documents or/and information uploaded in Unified Electronic System of state procurement shall be signed and/or sealed (if the seal is available) by the authorized person (Power of attorney or Proxy shall be uploaded if necessary).
- 1.4. Form of the Agreement and conditions of the state procurement are presented in bidding documentation, which shall be specified at the time of Agreement in compliance with bid proposal.
- 1.5. Bidder is not eligible to submit alternative bid proposals.

2. Technical Documentation

2.1. Persons participating in procurement (bidders) shall submit the following technical information/documents:

N	List of technical information/documents to be submitted	
1	Bidder's proposal (requisites)	Appendix N1
2	Information about the bidder's similar experience between 01.01.2013-01.01.2016	Appendix N2
3	Information about qualification and experience of key specialists hired by the bidder	Appendix N3
4	Personal data of each specialist proposed by the bidder	Appendix N4
5	Preliminary agreement signed with the specialist	Appendix N5
6	Table of Prices	Appendix N6
7	Information about the bidder's turnover between 01.01.2013-01.01.2016	Appendix N7
8	Information about works to be executed by sub-contractors (if any)	Appendix N8

2.2. Persons participating in procurement (bidders) shall submit the following qualification documents:

2.2.1. For legal entities:

1. An extract from the Entrepreneurial Registry;
2. Letter of indebtedness to the budget;
3. A power of attorney issued for signature if a signatory has no authority to represent;
4. In case of non-resident legal entities, the bidder or its branch is requested to represent additional certificate (or certificates) approved by relevant authorized agency in its own country confirming that reorganization or liquidation of non-resident legal entity (head office) is not underway. The certificate (or certificates) should be approved (legalized or apostilled) in a way established by the legislation and shall be accompanied by notarized Georgian translation.

2.2.2. For natural persons:

1. Copies of ID card (or passport) or/and certificate of registered taxpayer;

2.3. If there is registered sequestration/ban or/and tax lien/mortgage right in qualification data submitted by bidder or/and the bidder is registered in Debtor's Registry, the Procurer disqualifies the bidder based on the paragraph 2 (e) of the of Article 13 of the Rules for Conducting Simplified Procurement, Simplified Electronic Tender and Electronic Tender.

2.4. A bid proposal submitted by bidder is valid until the time considered by sub-paragraphs (p) (q) and (s) of the Article 2 of the Order N 9 dated April 7, 2011 of the Chairman of the State Procurement Agency on approving the rules for conducting Simplified Procurement, Simplified Electronic Tender and Electronic Tender.

2.5. The validity period for electronic guarantee is considered as no less than 160 calendar days from approving of the status of "submission of bid proposals is commenced". If electronic guarantee is submitted by transferring the money from bank plastic card to the account of Agency, the system will ensure validity period for electronic guarantee until approving the final status for appropriate bidding.

3. Documentation to be submitted by the Bidder

3.1. Bidder shall upload the following technical documentation in the system:

3.1.1. **The bidder's proposal (requisites) according to Appendix N1;**

3.1.2. **Information on bidder's experience in similar type, nature and complexity of works between 01.01.2013-01.01.2016.**

- Bidder (without sub-contractor) shall submit at **least 15 projects**¹ of the similar type, nature and complexity for supervision of road works and/or road works contract management (according to International standards, AASHTO, EC, BS) for each position indicated in Appendix N2.
- Bidder (with sub-contractor) should have to be implemented **feasibility study (at conceptual design stage) and/or detailed design of at least 10 projects**², which are related to roads construction and/or reconstruction; and/or modernization; and/or rehabilitation; and/or periodic repair; and/or disaster liquidation or preventions measures or/and bank protection works. Total Construction value of these project should be **at least GEL 20 mln**, among them construction cost of one of the projects should be **at least GEL 5 mln**.
- Bidder shall submit copies of documents confirming concluded agreements and performance of services for each similar position indicated in Appendix N2. (Act of providing services, and/or delivery-acceptance act, and/or take over certificate, and/or letter issued by the Employer for the services provided, and/or relevant tax invoice, and/or certificate for work completion/completion certificates).

Note: *This request does not apply to services performed by the order of Roads Department*

3.1.3. **Information about qualification and experience of specialists proposed by the bidder according to Appendix N3.**

- It is recommended that a bidder shall have the following key personnel listed in the table below to render services. Besides, proposed key personnel should have working experience in the relevant field.

<i>N</i>	<i>Specialist</i>	<i>Professional Experience</i>	<i>Minimal number (person)</i>
1	Road and highway Engineer (team leader)	15 years	1
2	Road Engineer	10 years	10
3	Bridge and Structures Engineer	10 years	5
4	Geodesist	5 years	5
5	Environmental and social issues specialist	5 years	2
6	Quality Engineer	5 years	5
total:			28

- The bidder shall represent personal data on each proposed specialist according to **appendix N4**, which includes biographical data of specialists, information on their education and qualification, experience in providing the similar supervision services envisaged by the bidding documentation.
- Copies of ID cards, Diplomas of educational institutions and/or other additional documentation shall be uploaded for each specialist proposed by the bidder.
- The bidder shall submit the preliminary agreement concluded with key personnel (separately for each specialist) according to Appendix N5, based on which specialist takes personal responsibility to carry out service considered by the bidding within his/her competence if the bidder wins a tender.
- Personnel proposed by the Company have the right to participate in tender through the proposal submitted only by one bidder.

¹ Number of sites, whereon similar type of services were provided.

² Number of sites, whereon similar type of services were provided.

3.1.4. The bidder shall submit Table of Prices according to Appendix N6.

3.1.5. Information about the total turnover of the Bidder between 01.01.2013-01.01.2016:

- Bidder (without sub-contractor) shall submit information about the average annual turnover of the Bidder between 01.01.2013-01.01.2016, **which shall not be less than GEL 70 mln.**
- If the bidder provides information about the average annual turnover in foreign currency, it shall be converted in Georgian Lari (GEL) based on the official exchange rate determined by the National Bank of Georgia (www.nbg.gov.ge) on the final working day of the relevant year.
- Information shall be submitted according to **Appendix N7**.
- The bidder shall submit document(s) confirming the information indicated in **Appendix N7**. The bidder shall submit one from the following three options and/or in mixed form:
 - ✓ **Certificate of annual turnover (including VAT) (between 01.01.2013-01.01.2016 period), issued by relevant tax authorities, which shall reflect the bidder's annual turnover separately for each year.**
 - ✓ **Audit conclusion – about annual turnover (including VAT) (between 01.01.2013-01.01.2016 period), which shall indicate the bidder's annual turnover separately for each year.**
 - ✓ **Monthly VAT declarations submitted by the bidder in Tax authorities between 01.01.2013-01.01.2016.** Bidder shall provide information in the form of table and copies of monthly VAT declarations submitted during 01.01.2013-01.01.2016 period.
 - Information shall be submitted according to Table N5
 - “Average total annual turnover “ of the bidder is calculated according to the following formula:

$$S_{average} = \frac{S_1 + S_2 + S_3}{N} \times 12$$

Where:

S₁ – received annual turnover of the bidder between 01.01.2013 - 01.01.2014

S₂ – received annual turnover of the bidder between 01.01.2014 - 01.01.2015

S₃ – received annual turnover of the bidder between 01.01.2015 - 01.01.2016

N – Number of months from the registration month of the particular company participating in tender before 01.01.2016, if the bidding company is established before 2013 than counting of month numbers shall start from 01.01.2013

3.1.6. Information about the works to be implemented by sub-contractor

- In case of hiring sub-contractor, the bidder is obliged to provide information according to the **Table N6**, which includes the name and address of sub-contractor; name of the works to be implemented by the sub-contractor; value of works to be carried out and experience of the similar works; projects during which sub-contractor rendered the similar type of services by indication of prices and implementation period. Also, copies of agreements and documents confirming rendered services (Act of providing services, and/or delivery-acceptance act, and/or take over certificate, and/or letter issued by the Employer for the services provided, and/or relevant tax invoice, and/or Certificate for work completion/completion certificates) shall be submitted.
- Information shall be provided according to **Appendix N8**.

Note: *This request does not apply to services performed by the order of Roads Department*

- Sub-contractor shall not be registered in the Registry of dishonest participants of the procurement - Black List.
- Procurer is authorized to request from the winning bidder written confirmation of the sub-contractor on the readiness to render services stipulated by the bidding requirements.

Table N6 - Information about the services to be rendered by sub-contractor				
N	Sub-contractor (name, address)	services to be rendered	Cost of the services to be rendered	Experience of sub-contractor in the similar type of services
1				
2				
3				
4				

3.2. If a bidder is representative of foreign enterprise in Georgia and uses experience of head office, he/she should submit information signed and sealed by both local and head offices as considered by sub-paragraphs 3.1.2, 3.1.3 and 3.1.5 and correspondingly in the form of completed Appendix.

3.3. In order to participate in bidding jointly, two or several suppliers have right to unite by means of Joint Activities (partnership) Agreement. Joint Activities (partnership) Agreement can be concluded with the consent of the parties for the purpose of participating in one or several tenders.

- 3.3.1. Joint Activities (partnership) Agreement is concluded by suppliers in written form, which shall be signed by all its members by consent of other members. Authenticity of the agreement or signature shall be certified by notary or other person determined by the Law. Agreement shall include conditions set forth under the Second Part of Article 931 of the Civil Code of Georgia. In addition, Suppliers shall consider that:
1. Validity period of Joint Activities (partnership) Agreement shall not be less than the validity of the agreement(s) on state procurement;
 2. It is not admissible to change or add any members of partnership before fulfillment of obligations assigned under the agreement(s) on state procurement;
 3. Leaving the partnership by one of its members before fulfillment of obligations assigned under the agreement(s) on state procurement result in termination of the joint activity;
 4. Partnership shall be represented before the Employer by a natural person having the authority to manage and represent, who will be selected from the members of the partnership.
- 3.3.2. After concluding of Joint Activities (Partnership) Agreement, partnership shall be registered as taxpayer in the system according to the established rules. Registration in the system requires that all suppliers of the partnership should be registered in the system. Requisites/contact details of all member suppliers shall be indicated in the profile of the partnership; also Joint Activities (Partnership) Agreement (if any) shall be uploaded (further amendments to this agreement should be uploaded).
- 3.3.3. Partnership participates in Tender and submits bid proposal as independent bidder. Partnership and its members cannot participate in the same tender individually. In this case Partnership and its member/members shall be subject to disqualifying according to Article 13 (2 “g”) of the Order N9 dated April 7, 2011 of the Chairman of the State Procurement Agency on approving the rules of conducting Simplified Procurement, Simplified Electronic Tender and Electronic Tender.
- 3.3.4. Partnership members are obliged to fulfill various parts of contractual obligations, if it is possible to separate them from the entire duties and obligations and carry out individually, so that, this, with high probability should not damage or destroy final results. Partnership members shall clearly determine in technical proposal about each members’ specific responsibilities and which concrete assignment shall be undertaken by each of them under the State Procurement Agreement.
- 3.3.5. The issue related to meet tender conditions by the partnership shall be reviewed as follows:
1. Conformity of technical documentation, submitted by the partnership members, with tender requirements is verified according to the established requirements taking into the consideration paragraph 5 of this Article. Herewith, summarize of financial and a material-technical capability of partnership members is allowed, but summarize of experience is not allowed.
 2. Documents confirming qualification data (if requested) shall be submitted to the procurer as for partnership as well as for its members.
- 3.3.6. If Joint Activities (Partnership) Agreement is not executed in a way prescribed in paragraph 3.3.1, if Partnership does not act according to paragraph 3.3.2. and/or technical proposal of the Partnership is not

drawn up in compliance with to paragraph 3.3.4., partnership shall be subject to disqualification according to the Article 13 (2 “a”) of the Order N9 dated April 7, 2011 of the Chairman of the State Procurement Agency on approving the rules of conducting Simplified Procurement, Simplified Electronic Tender and Electronic Tender.

- 3.3.7. Participation in tender is forbidden for the partnership, member of which is registered in Black List.
- 3.3.8. Members of Joint Activities (partnership) shall bear responsibility against the Procurer jointly and severally.
- 3.3.9. If there are grounds for registration of partnership in the blacklist, Agency shall take a decision as for the partnership as well as for its members.
- 3.3.10. Termination of joint activity shall result in termination of state procurement agreement. At the same time, members of joint activities (partnership) are responsible for the consequences resulted from the termination of the agreement(s).
- 3.3.11. Legal relations of Joint Activities (partnership) agreement, considering the peculiarity of this Article, are regulated by the Civil Code of Georgia.

3.4. Tender committee shall disqualify bidder (without clarification):

- 3.4.1. If price table (bill of quantity) Appendix N6 is not submitted;
- 3.4.2. If technical proposal envisaged by paragraph 3.1.2 is not submitted at all (Annex N2 and copies of contracts for provision of similar services and documents confirming completion of similar works and services).

3.5. Contract performance bank guarantee

- 3.5.1. Tender requires contract performance guarantee in the amount of **2%** of the total Contract value. The guarantee shall be issued in national currency – GEL by banking institution licensed by the National Bank of Georgia (or banking institution of other country, which shall be reinsured by National Bank of Georgia, licensed banking institution). It shall be printed on the title sheet of the issuing banking institution, signed by authorized person and sealed as set forth in Appendix N9.
- 3.5.2. If the final price fixed in the system by the Supplier, winning the electronic auction, is 20% less than the estimated bidding price, procuring agency has the right to request from the winner contract performance guarantee in the amount of 10% of the total contract value.
- 3.5.3. Contract performance bank guarantee shall be valid for 30 calendar days beyond the validity of the Contract.

3.6. Additional information

- 3.6.1. All documents or/and information submitted as bid proposal shall be in Georgian language and signed by relevant authorized person. The bid submitted without signature will not be considered. In addition, if documents or/and information are submitted in any foreign language, notarized Georgian translation shall be attached. In case of discrepancy between mentioned documents Georgian version shall prevail.
- 3.6.2. The bidder has the right to submit only one bid proposal. Alternative proposals will not be considered.
- 3.6.3. In case of discrepancy between foreign document and its Georgian translation, prioritization between them is to be decided by Tender Committee.
- 3.6.4. Personnel proposed by Participant Company have right to participate only in the bid proposal submitted by one bidder in order to meet criteria determined by this tender conditions.
- 3.6.5. Bidders are able to receive explanations/interpretations on bidding documents through the relevant question/answer module of Unified Electronic System of state procurement or/and at the office of tender committee of procuring agency: 12, Al. Kazbegi ave., Floor 4.
Contact Persons:

Shalva Julakidze

Tel: +995 32 37 05 08 (ext. 284)

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4. Technical Conditions

Procurement Object:	Supervision services for routine repair, periodic repair, rehabilitation, reconstruction, modernization and construction works, disaster and other force major clean-up operations and bank protections works to be carried out on international and secondary roads (also on local roads if directed)
Estimated cost:	GEL 40 590 000.00 including VAT.
Funding Source:	2016, 2017, 2018 and 2019 the state budget of Georgia
CPV code:	71520000 - Construction supervision services

Terms of Reference for Procurement Object:

1. Technical conditions

- 1.1. Estimated cost for routine maintenance, periodic repair, rehabilitation, reconstruction, modernization, construction, liquidation of the results of natural disasters and force-majeure events and bank-protection works (hereinafter works) for roads of international and national (also local roads in case of instruction), that is to be executed during 2016-2019 years (contractual period), amounts GEL 738.0 million including VAT.
- 1.2. Supplier has to perform technical supervision of the works for each specific site and receive design documentation or/and list of defective works in accordance with contract conditions, TOR and Specifications, Standards, Guides and Manuals as agreed with RD.
- 1.3. Amendments for works that are defined in the design documentation or/and in list of deficiencies, have to be agreed with the client. Agreement shall be drawn up with relevant documentation.
- 1.4. In case of Build and Design Contract, detailed design documentation prepared by the Contractor shall be reviewed, corrected if needed and supervised afterwards.
- 1.5. If requested by the Department, Supplier shall ensure preparation of feasibility study (at the stage of conceptual design) and bidding documentation for roads construction; and/or reconstruction; and/or modernization; and/or rehabilitation; and/or periodic repair works; and/or disaster liquidation or prevention measures; and/or bank protection works under design-and-build contract.

2. Technical Description of Supervision Service:

2.1 Current Maintenance

1. Routine Maintenance includes: permanent maintenance of the road and the Right-of-the-way (keeping cleanness and order); systematic repair of road bed, pavement, drainage and culvert structures, technical means of traffic regulation and road furniture, small deformations and damages; repairing and keeping the road in winter, that is executed relevant to the actual situation in accordance with quantities and prices considered in design documentation or list of deficiencies.

2. Road bed works include:

a) Cleaning shoulders, grading and profiling, cleaning embankments and cut slopes, grading and grass seeding, removing material spread on formation layer after downfall, providing water flow into the drainage channels and ditches, cleaning them from sediment, snow and ice, cutting grass and bushes on the shoulders and slopes, cleaning right-of-the-way area.

b) Remedy certain small damages on drainage and bank-protection structures in order to provide their normal functioning.

3. Pavement works include:

a) Regular clearance of the carriageway from dust, dirt, mud and other objects; watering the road pavement in case of need.

b) Liquidating the holes, cracks, prints, slumps; repairing edges and curbs, fragmentary maintenance of wearing course (surface treating or asphalt-concrete), repairing and filling pavement on gravel road, leveling the profile of particular sections of ground roads.

4. Protective works and other structures include:

- a) Cleaning constructional elements of structures from dirt, mud and other waste; repair particular constructional elements.
- b) Cleaning the bed of bridges and pipes from waste, snow and ice.
- c) Correction of damages on carriageway, handrails and side-walks of bridges; tightening bolts and wires (changing some of them), repair damages on fixation of cones; repair plastering of stone-laying; changing particular rivets; checking bearing parts of bridges and greasing.
- d) Inspecting Bridges and in case of need test them.

5. Technical means for traffic regulation and road furniture works include:

- a) Repairing or restoring traffic signs, shields, informational boards, guardrails, direction facilities, enclosed bus stops, bus stations, rest area and elements of road architecture; painting and keeping them in clean condition.
- b) Recording the traffic intensity.
- c) Repair damaged traffic signs and guardrails; change them or add other in case of need.
- d) $\frac{3}{4}$ repairing or renewing horizontal and vertical marking.

6. Landscaping works include:

- a) Taking care for plants of trees and shrubs (including whitewashing).
- b) Planting and growing new saplings on some sections.
- c) Cutting particular trees or twigs of trees to provide better visibility.
- d) Cutting dead trees and plants.

7. Winter maintenance include:

- a) Take measures against slippery and frost on the road pavement.
- b) Patrol snow-plough, cleaning road from snow-drift, remove snow from shoulders.
- c) Regular cleaning of the bus stops, bus stations and rest areas from snow and ice.

2.2 Periodic Maintenance

1. Periodic maintenance includes: restoration of the pavement level, roughness and wearing course; repairing or restoring the elements of road bed, drainage and culvert structures, technical means of traffic regulation and road furniture. Works shall be performed according to quantities and prices that are defined in design documentation and list of deficiencies. As a result of periodic maintenance, rating conditions of the road must be totally restored.

2. Road bed works include:

- a) Cleaning and restoring the drainage structures; correction of damages on embankments and cut slopes and recovering the cross fall, grass seeding; remedy of the damages on retaining walls and bank-protection structures; removing waste spread after spate or landslide.
- b) Profiling, grading and protecting the shoulders.
- c) Liquidation of waves and tuberous areas.
- d) Recovering the slopes and geometric parameters of road bed on gravel roads.

3. Road Pavement works include:

- a) Rehabilitating fragmentary damaged pavement, liquidation of holes, waves and cracks, cutting the deformed pavement, paving asphalt-concrete and compacting, arranging base and pavement layer when necessary (not more than 25% of the area of periodic maintenance).
- b) Restoring the roughness of the black pavement carriageway, Paving one constructional layer of asphalt-concrete on the road of periodic maintenance, on the whole area of section or using other technology (with cast asphalt-concrete, macadam-mastic mass, double curing of surface, etc.)
- c) Restoring the profile of macadam and gravel pavements by adding inert material.
- d) Re-paving the pavement on particular sections by changing base.
- e) Rehabilitating and improving the carriageway profile of soil roads.

4. Protective and other structure works include:

- a) Repairing constructional elements of structures by changing particular constructional elements, liquidation of damages on heads and rings of box culverts.
- b) Inspect bridges and test them, repair structures, paint elements of metal bridges and anticeptize.
- c) Liquidating the small damages of galleries, tunnels and sheds.

5. Technical facilities of traffic safety and road furniture works include:

- a) Repairing damaged guardrails, Restoring by changing individual constructional elements and renewing; Restoration of existing damaged traffic signs and direction facilities or install new ones in case of need.
- b) Restoring and renewing of vertical and horizontal marking;
- c) Arranging and improving the sidewalks and track ways, rest areas, stations and sights.

2.3 Rehabilitation

1. Rehabilitation includes: Restoration of cross and longitudinal profiles, arrangement of curves, correction of road bed width, geometric parameters of slopes and culvert structures to the design data, improvement of the opening of traffic on the same level at overloaded interchanges, full restoration of drainage structures or arrangement of new one, improvement of road bed construction relevant to traffic intensity, Revision and Restoration of constructional elements of structures (including beds and regulating structures), complete restoration of technical facilities of traffic regulation or equip relevant to new dislocation design of the road, improvement of road furniture in accordance to new requirements, by performing the works and draw up relevant design documentation. As a result of rehabilitation, technical properties of the road must be restored completely and practical capacity of the road must be increased. Besides, Technical and exploitation properties of the road must be improved.

2. Road bed works include:

- a) Complete restoration of road bed and drainage structures, prevention of reasons of road bed narrowing, restoration and improvement of embankments and cut slopes.
- b) Complete restoration of shoulders, grading, compacting and in case of need protect them.
- c) Cleaning the road from landslide, avalanche and rock-falls and provide measures for localization of reasons of those events.
- d) Strengthening road bed construction at landslide, tuberous and other unsteady sections.
- e) Widening the road bed at slope upgrades for arrangement of additional line for trucking traffic by considering slope rate and traffic intensity.
- f) Changing the longitudinal slope and horizontal curves if their total length is not more than 25% of whole section length in order to improve traffic safety and visibility at the rehabilitation road.
- g) Widening the road bed for improvement of traffic organizing at interchanges.
- h) Repairing and restoring drainage structures completely and in case of need arranging new.
- i) Restoring and improving the slopes of formation level and bank-protection regulating structures.

3. Road Pavement works include:

- a) Liquidating the pavement damages (waves, cracks, etc.) and paving new asphalt-concrete, evening the micro deformations of cross profiles with correction layer and arranging curves in accordance with standards.
- b) Recovering the level of longitudinal profile, by liquidating micro deformations in case of slumps.
- c) Protecting road pavement construction according to traffic intensity.
- d) Changing the total pavement at damaged and deformed parts or arranging new, more perfect pavement.
- e) In case of need, protecting the carriageway at shoulders and arranging vehicle stop lines.
- f) Arranging additional line for trucking traffic by considering cross fall rate at slope upgrades and traffic intensity.

- g) New pavement should be arranged to improve traffic organizing on the same level at interchanges.
- h) In case of need, arranging the new pavement at bus stations, rest areas and access roads to them.

4. Protective and other structures works include:

- a) Restoring damaged constructional elements of structures, installing new sidewalks, guardrails and handrail on the bridges.
- b) Perform additional protective works to provide stability of piers and regulating structures.
- c) Restoring the existing bearing walls or construct new in case of need.
- d) Restoring partially lost bearing capacity of steel bridge superstructure, cleaning from rust, antiseptising and painting well.

e) Changing the culverts that have out of tolerance drilling.

f) In case of need, testing bridges and by considering the test results remodeling or changing the bridges, interchanges, tunnels, galleries and other structures according to modern loadings and dimensions.

5. Works for technical facilities of traffic regulating and road furniture include:

- a) Restoring the traffic signs and shields completely or equipping the road with technical facilities according to the new dislocation design.
- b) Restoring, renewing the guardrails or installing new.
- c) Restoring the vertical and horizontal marking.
- d) Restoring and equipping the sidewalks, paths, bus stations, rest areas and pavilions or arrange new.

2.4 Reconstruction

1. Reconstruction works include: improvement of the technical and exploitation properties of roads and road structures, road capacity and increase of exploitation speeds, protection of road bed stability, improvement of horizontal curves and longitudinal slopes, rise of road bed solidity, improvement of drainage and culvert structures, increase of bridge dimensions and loading, equipment of the road with technical means of traffic regulation and protective structures and etc. Reconstruction is performed in order to improve loaded sections of roads and road structures according to the properly drawn design. As a result of reconstruction, technical and exploitation properties of road should satisfy requirements of perspective intensity of vehicles.

2. Reconstruction works:

- a) Whole complex of road works which provides the rise of traffic exploitation speeds and increase of road capacity.
- b) Adding at least one line to the road bed and carriageway.
- c) Improving road plan, geometric parameters of longitudinal and cross profile according to active technical conditions by considering traffic intensity requirements.
- d) Remodeling the bridges, interchanges, tunnels, galleries and other structures according to loading and dimensions or changing with new.
- e) Improvement of the opening of interchanges at the intersection areas of international and inter-state roads.

2.5 Modernization

Modernization includes sharp improvement of technical and exploitation properties of the roads and their sections. It is performed when practical capacity of existing road is exhausted and it is possible to widen it by reconstruction; It becomes necessary for capacity to add two or more driving lines by improving all relevant geometric parameters.

2.6 Construction

Construction considers construction of a new road in accordance with properly developed design including construction of bypass roads for town and populated area.

2.7 Liquidation of the results of natural disasters and force-majeure events

1. Disaster and other force-major events are floods, landslide, mudslide, avalanche, earthquake, accident, etc. that damage road bed and structures and causes disorder in traffic safety requirements and limited regime of traffic organizing or becomes necessary to block the road.
2. Liquidation of force-major events on the highway road is implementing damaged roadbed, carriageway, artificial buildings and others capital and temporary restoration events. In order to avoid natural disaster and force-major events it's possible to implement preventive measures. During the liquidation of natural disaster and force-major events also it's possible to be used other kind of road works which is provided by technical regulations.
3. Liquidation of natural disaster and force-major events on the road is implementing according to the project which is finally processed or actually performed or during the designing parallel, according to designing documentation which is completed step by step.

2.8 Bank protection works

The following bank protection structures are constructed in order to regulate and protect the sea, reservoirs and river banks:

- Wave resistant concrete walls;

- Dam;
- Breakwater;
- Walls of concrete and Gabions;
- Concrete, gabions and ripraps;
- Riprap and gravel berms;
- Artificial beach.

3. General conditions of supervisory services

- 3.1. Supplier shall provide technical supervision of works to be implemented according to design-bidding documentation and defective sheet.
- 3.2. changes/modifications to be made to works considered by design-bidding documentation and defective sheet shall be agreed with the Employer.
- 3.3. During the working process and at the completion, the following type and volumes of works shall be evaluated and periodically accepted by the Employer based on the Delivery-acceptance Act:

3.3.1. Road Bed:

1. Receive embankment works;
2. Ground compliance with the requirements of the project, ground moisture, surface correctness, density, quality of pressing must be checked.
3. Road axis accuracy, transverse slopes, embankment slopes must be checked and shall be established by the geometric dimensions of embankment. The recipient of the construction work for the organization shall be required the following documentation:
 - Work progress register
 - Act of hidden works regarding cutting of topsoil;
 - Control register of roadbed compaction.
 - The result of the laboratory test for ground which was used for the embankment.
 - Register of the embankment of surveying setting out.

3.3.2. Cutting works

Correctness of the road must be checked by the survey tools, slopes of the cutting works, reinforcement of the slopes, survey sizes of the cutting works, correctness of the drainage structures and compliance with the projects, also job receiver has obligatory to ask the following documentation:

- Work progress register
- Register of survey setting out

3.3.3. Acceptance of concrete works

During receiving of Concrete and reinforced concrete it must be checked:

- Compliance of construction with shop drawings; - Correctness of their layout in height.
 - Quality of concrete strength;
 - frost resistance of concrete quality;
 - Water permeability of concrete quality;
 - Determination of other parameters in case of need;
 - Holes, deformed joints and others are compliance with the project;
 - Quality of semi-finished products which are used in the structure.
1. Completed concrete and reinforced concrete structural deviations in size and location must not be more than regulations, if it's not indicated in the project.
 2. Receiving of concrete works supervisor must ask contractor the following documentation:
 - Cement concrete recipe;
 - Concrete works register;
 - Work progress register;
 - Results of concrete control samples;
 - Excavation hidden works for fixing of formwork, reinforce and arranging of the foundation.

3.3.4. Acceptance of culverts

1. When receiving culverts the receiver has obligatory to check out ground compliance with the project, correctness of the setting out works, geometry size and deviation must not be more than regulations.
2. Supervisor can ask constructor the following documentation:
 - Work progress register;
 - Concrete works register;
 - Cement concrete recipe;
 - Appropriate certificates regarding to element which are created by prefabrication.
 - Act of hidden works for excavation works;
 - Act of hidden works for foundation works;
 - Act of hidden works for waterproofing;
 - Results of concrete control samples;
3. Receiving of embankment is conducting like receiving of ordinary embankment.

3.3. 5. Acceptance of retaining walls

1. Receiving of retaining walls the recipient has an obligatory to check:
 - Arrangement of walls complying with project;
 - Geometry size of walls;
 - Correctness of layout;
 - Wall height benchmarks;
 - Correctness of waterproofing and drainage system;
 - Correctness of construction joints and the distance between joints
 - Quality of concrete works;
2. Supervisor is obligated to ask builder the following documentation:
 - Work progress register;
 - concrete works register;
 - survey setting out register;
 - cement concrete recipe;
 - Appropriate certificates regarding to element which are created by prefabrication
 - Act of hidden works for excavation works;
 - Act of hidden works for waterproofing;
 - laboratory tests;
 - hidden works for arranging of drainage in the back side of the wall;

3.3.6. Acceptance of pothole repair works

Receiving of works receiver is obligated to check:

1. Work register, where will be indicated the location of kilometers and chainage;
2. work progress register (paving of asphalt concrete)
3. Hidden works act where should be recorded:
 - Correctness of geometry around the holes;
 - Quality of the cleaning of holes;
 - Quality and processing of the bottom of the holes;
 - Correctness of asphalt concrete in the holes;
 - Layered compaction quality.
 - Mixed asphalt concrete and construction compliance with design data;
 - Quality certificate documentation of road construction materials.(asphalt concrete, bitumen and stone materials)

3.3.7. Acceptance of ditch's cleaning and repair works:

- During cleaning and repairing of ditches, geometry size compliance with design must be checked, also strength and the foundation of ditches.

3.3.8. Repair and upgrading of shoulders:

- During receiving of repair and recover works must be checked geometry size compliance with design, fixing of the walls, correctness of the surface, slope and volume of completed works;
- Laboratory result regarding to usefulness for repairing of shoulders;

3.3.9. Acceptance of constructive layers for the foundation of road pavement:

1. During the receiving of constructive layers are compliance with design data;
 - Used construction materials quality compliance with design data;
 - Moisture of layers and quality of compaction;
 - Correctness of surface with 3m lath;
 - Correctness of road axis and cross slope with the measure of instruments;
 - Length and width of layers;
 - Correctness of water drainage structures;
2. Supervisor must ask constructor the following documentation;
 - Hidden works regarding to roadbed;
 - Work progress register;
 - hidden work acts regarding to each layer;
 - Foundation's compaction register;
 - Laboratory test results for road construction materials;
 - Recipe for arrangement of optimal mixes.;
3. As a rule the surface is conducting by monolith layers, such as asphalt concrete, black gravel, low strength under the improved foundation. Technology by Above listed materials is similar and it's detailed discussed in clause 11 "Receive of construction layer."

3.3.10. Acceptance of pavement structural layers

1. While receiving structural layers of the pavement following items shall be inspected:
 - levels along the road centerline
 - width and thickness – transverse slope;
 - Measure surface irregularity by clearance under 3 m lath.
 - Compaction quality, rate of compaction shall not be less than 0, 98.
 - supervising engineer shall require from the contractor the documentation as follow;
 - hidden work act for work performed
 - Works progress register
 - acts of hidden works for first layer of the pavement;
 - laboratory test results of road construction materials
 - preparation of asphalt-concrete mix designs;
 - Register of selecting and testing of samples taken from asphalt-concrete pavement.
2. While receiving processed surface layer there shall be paid much attention to the regularity of crushed stone distribution.
3. Contractor shall submit to the receiver as-built technical documentation as follow:
 - laboratory test result for bitumen and stone materials
 - bitumen preparation records, bitumen applying records
 - road pavement surface cleaning act for surfaces to be cleaned

3.3.11. Acceptance of Bank Protection Works

1. Receive of concrete bank protection walls and/or spurs

Receiver of works is obliged to request from the constructor the following documentation:

- Works progress register
- Act of hidden works for excavation;
- Act of hidden works for hydro isolation.
- Setting out records;

Inspect the compliance of structure with the design as followed:

- Geometry parameters of the structure
- Correctness of the structure in the layout plan;

- Vertical levels of the structure;
- Distance between the construction joints.
- Laboratory test results for compliance with the concrete class.

2. Receive of Gabion River Protection Walls and/or Spurs

Receiver of works is obliged to request from the constructor the following documentation:

- Works progress records
- Act of hidden works if there is any;
- Setting out records;

Inspect the compliance of structure with the design as followed:

- Geometry parameters of the structure
- Correctness of the structure in the layout plan;
- Vertical levels of the structure;

3. Receive of Riprap Berm

Receiver of works is obliged to request from the constructor the following documentation:

- Works progress records
- Relevant act of hidden works(if there is any) for excavation;
- Setting out records;

Inspect the compliance of structure with the design as followed:

- Suitability of stone diameter.
- Geometry parameters of the structure.
- Correctness of the structure in the layout plan;
- Vertical levels of the structure.

4. Receive of Artificial beach (in the seaside line)

Receiver of works is obliged to request from the constructor the following documentation:

- Works progress records
- Setting out records;
- Photo/video material proving transportation of inert materials in the beach line(by indicating plate number of the dump truck and the time)
- Act of check weighing of trucks intermittently
- Act of intermittent check for the granulometry of inert material to be transported to the beach line

3.3.12. Acceptance of winter maintenance works

1. In winter time snow cleaning and ice protective works shall be received according to the actual situation in compliance with the quantities performed.
2. Contractor shall submit to the Engineer the following documentation: Works progress records; Attendance sheet of the staff on duty; schedule of the equipment shift.

3.3.13 Receiving of large artificial and culvert structures

Receiving of bridges, tunnels, galleries, overpasses, viaducts, aqueducts and other structures are conducting according to active regulations and norms.

3.3.14. Receiving of completed road section:

1. When receiving of completed road section must be checked completed works, control measure, also laboratory tests and construction materials must be checked. Records in the work progress register and in the special registers.
2. Such kind of works must be received according to hidden works :
 - Cutting of topsoil during the arrangement of embankment;
 - Root out works;
 - Arrangement of steps on the slopes;
 - Arrangement of foundation under the embankment;
 - Arrangement of thermal insulation layers;
 - Arrangement of drainage system;
 - Fixing of riverbed in front of the water;

- Arrangement of roadbed, compaction and prepare of its surface for road pavement;
 - Compaction of road pavement;
3. It must be checked during object receiving;
- Layer density of pavement.
 - Correctness of road pavement according to identifying of algebraic types.
4. When receiving the completed work correctness of the surface is conducting on the base of graphic records or passing a car on the whole section. On the supervisor object is used 3 m lath. It's defective if section has 4 (7) mm gap between lath and surface. New surface must be uniformity without crack and surface covered. Defective sections must be checked and measure during receiving works.
5. When receiving of road furniture must be checked:
- Correctness of guardrail's fixing and coloring.
 - Condition of dividing line.
 - Complying with horizontal, vertical benchmarks and standards required.
 - Correctness of road signs.
 - Comply of footing hole and construction regarding to documentation requires.
 - Correctness of signaling columns and similarity with the design.
 - Condition of ROW.
6. Each of the works on the concrete objects are identified by design-project documentations or/and defective register.
7. Recipient is obligated to:
- Systematically organize control and submit to the road department at the end of each month and make relevant documentations and accounts for expenses.

3 .The Supplier shall:

4.1. Study the results of geodesic, geological, hydrological and other field investigations carried out in the process of the preparation of the detail design – material, laboratory conclusions and calculations to assess the design as needed. Also, evaluate relevancy of the laboratory research and quality.

4.2. Following will be reviewed in detail:

- Consistency of the road parameters with the Georgian construction standards and norms (horizontal and vertical curves, longitudinal and transversal gradients etc.)
- Road Safety Audit of the Detail Design. Effectiveness of road safety activities envisaged by the Detail Design and their consistency with international safety norms and requirements.
- Drainage relevancy: technical decision regarding water flow from the carriageway, decisions related to damage of the carriageway caused by surface and underground waters, assessment of the calculations.
- Relevancy and effectiveness of the engineering and technical decisions related to arrangement of cut and fill, their stabilization and protection, need for soil processing, landslides, strengthening of slopes, prevention of stone falling, borrow pits, waste disposal areas.
- Consistency of the bridges and other structures (culverts and retaining walls) envisaged by the design with construction norms and standards. Decisions regarding structures and calculations, their technical and economic effectiveness.
- Relevancy of the road pavement;
- Consideration of the environmental issues in the Detail Design (reduction of the negative impact on the rivers and agriculture, protection from noise, water contamination etc.) in accordance with the relevant norms and Georgian legislation.
- Design Drawings, their consistency with design reports;
- Assessment of the technical specifications and their relevancy.
- Assessment of the BoQs for the design.
- Preparation of the quarterly reports summarizing technical supervision activities, including the name of the contract, contractor, contract price, dates of the commencement/completion of the works, name of the supervision company, brief description of the project, (main geometric parameters and list of the main activities), brief description of the works carried out during the reporting period. Namely, list of

the executed works and their brief description with reference to the works schedule, analysis of the progress/pace of works and general assessment. As a result of the site inspection/visualization, description of the works executed with indication to the weaknesses, description of the changes in the project in accordance with the proposals of the engineer and the contractor with indication of the reasons and their assessment. Other factors which might affect contract conditions (landslides, mudflow and other natural disasters, car accidents, obstacles in the traffic flow, strikes etc.); photos reflecting the works, information on the adequacy of the contract termination and/or other penalties based on the analysis of the general conditions at the site, works progress and other factors.

- Permanent attendance of the representative of the supervision consultant at all kinds of the laboratory research for the purpose of the quality control and signing of the relevant documents, ensuring independent laboratory research if needed.
- Review and submit to the Roads Department the documents presented by the Contractor for the additional works executed which are not envisaged by the design and bidding documents;
- By the end of the year elaborate the inventory lists together with the Contractor and submit them to the Roads Department to be considered in the future plan
- Instructions/claims to the Contractor in case of the violation of the contract conditions and/or low quality of the works. If needed, terminate the works and provide relevant information to the Procurement Agency
- Submit relevant documents for completion of the works to the State Commission
- The Supplier is responsible for ensuring relevant technological processes and consistency with the construction norms and standards by the Contractor as envisaged by design and bidding documents and list of defects

5: Normative Documents

Supervision Service for all the works will be provided in accordance with design documents and/or list of defects, relevant norms, standards and rules of Georgia, ToR and general and specific conditions of the Contract.

6: Actions of the Parties in case of changes in the annual quantities

In case of the change in the annual services/quantities, the parties will act in accordance with the price envisaged by contract. In case of low quality of the executed works and if the contractor does not eliminate the weaknesses as per the instruction of the Engineer, the Supplier will issue a Notice to terminate the works and provide the Employer with relevant information on the actions taken.

Technical Supervision (according to the Design and Build Methodology)

1. Introduction

The companies carrying out the design and build will be responsible for elaboration and implementation of the Detailed Design for the works.

This Terms of Reference is elaborated for the engineering Company who will act as a Supervision Consultant for the road sections and will supervise the works envisaged by the design and build contracts. The selected company represents an Employer during the whole period of the design and build contract and will be responsible but not limited to the following activities:

- 1.1 Review of the Detail Design and other design documents prepared by the Contractors;
- 1.2 Elaboration of recommendations for improvement of the Detailed Design and other design documents prepared by the Contractors, their improvement and further supervision, if necessary;
- 1.3 Monitoring of progress of the works being implemented by the Contractors, ensuring consistency of materials and quality of works with technical conditions and the Detailed Design;
- 1.4 Control and approval of works' progress and completion. Approval of the payments (including control and checking the consistency with the quality of the services envisaged by the design and build contracts); and
- 1.5 The Supervision Consultant shall act in accordance with the given Terms of Reference which defines his/her rights and obligations.

2. Main goal

The main goal of the consultancy service is ensuring high quality result from design and build contractors and complete consistency of the mentioned result with the Design, technical terms and the relevant safety policy.

3. Scope of the Service

3.1 General

The Project Manager shall:

1. At the initial stage of the assignment, review preliminary (conceptual) design and provide the employer with recommendations regarding the issues raised and the weaknesses/gaps revealed, which should be eliminated by the Contractors in the process of the Detailed Design preparation.
2. Monitor progress of the Detailed Design service and progress of works in accordance with the schedule prepared by the Contractors and approved by the Employer.
3. Review the Detailed Design prepared by the Contractors, elaborate the proposals for improvement of the Detailed Design for cost benefit purposes as well as for reduction of the Employer's risks. Recommend the final Detailed Design for approval by the Employer.
4. Control and supervise the ongoing and completed works based on technical conditions, drawings and calculations;
5. Conduct daily site visits, monitor works' progress and their consistency with the technical norms and conditions described in the contract.
6. Ensure quality control of the service provided by the Contractors at road sections and structures;
7. Attend the coordination meetings with the Employer and involve the authorized representative, acting on behalf of the Supervision Consultant, in the decision making process.
8. Ensure implementation of the design build contract in accordance with Environment Management Plan, monitor social and environmental issues raised during the construction process.
9. Provide assistance to the Employer in the process of the contract administration, including approval of the payments, coordination with the parties, elaboration of the work instructions, including identification of the quantities if needed, determination of prices independently and negotiations, simplification of communication between the stakeholders, monthly reporting on the works' progress, provide recommendations to the Employer on the issues raised.
10. The consultant shall supervise the rehabilitation process, provide quality testing of all material and works.

The main responsibilities of the Consultant include but are not limited to the following:

1. Review of the design documents, awareness of the general conditions at the site, their comparison with the reality and raising the issue of the issuance of the Notice to Commence the Works if all the conditions are fulfilled;
2. Participation in the process of delivery-acceptance of topographic data among the Employer and the Contractors (benchmarks, axis coordinates etc.);
3. Ensure consistency of the performance with relevant technical norms and other documents of the design and build contract;
4. Review quantities and calculations submitted for payments and ensure that all calculations and measurements are performed in accordance with the rules and frequency envisaged by the design and build contract.
5. Reveal the problems and obstacles related to the civil works and propose the Employer the relevant activities to accelerate the works behind the schedule;
6. Clarification and application of various legislative norms envisaged by the design and build contract documents, namely, in the cases of the request for contract extension or contract price increase from the side of the Contractors and in general – with reference to the adequate fulfillment of the contract conditions by the Contractors.
7. Review the documents related to the works provided by the Contractors and submission them to the Employer, if it became necessary in the process of works' implementation and are not envisaged by the Design and Bidding documents;
8. Provide assistance to the Employer in the process of negotiations with the Contractors in case of requests, disputes, issues that are crucial to the quality and progress of works;
9. Provide the relevant claims to the Contractor in case of violation of the design build contract conditions, including the cases of low quality of works and failure to carry out environmental mitigation measures reflected in the EMP. Termination of the works and notification of the Employer on the aforementioned;
10. Daily monitoring of quantity and quality control of the works carried out under the design build contract, approval of the monthly payment certificates in case the quality of the works is satisfactory and the quantities are relevant.
11. Supervise the Contractors in all aspects of safety and maintenance;
12. Check the safety level of the methods and tools used by the contractor in the process of the civil works. The Contractors shall ensure relevant signs, fencing, barriers, lighting, night watchers, security etc. in accordance with the requirements of the society, personnel and traffic safety. Also, the Contractors shall carry out all the works and take all the measures that might be needed for avoidance of emergency situation or its mitigation which in its turn might affect life safety, private property or the public utilities;
13. Keeping daily register, recording all the aspects related to administering the works under the design and build contract, reflecting requests from the side of the Contractors and orders toward them, all information that might be useful for solving the works implementation issues raised later.
14. Approval of the order on the changes in the shop drawings submitted by the Contractors;

15. Provide assistance to the client in acceptance of the works from the Contractors;
16. Monitoring and review of the environmental issues in accordance with the Environment Management Plan;
17. Provide prompt notification to the Employer on any incidents at the project/site causing damage to human health, contamination of the environment or other substantial damages, financial loss to the infrastructure and/or other public/private assets within the road corridor under construction.
18. Other responsibilities "Supervision Consultant" envisaged by the General Conditions of the Design Build Contract.

3.2 Contract Administration

1. The supervisor is not authorized to release the design and build contractors from the obligations envisaged by the design and build contract or add the obligations not envisaged by the contract.
2. The Consultant will supervise the design and build contract and ensure fulfillment of the contract conditions related to quality and quantity of works. The Supervision Consultant will perform relevant measurements and control of the works' quality. They will coordinate all the engineering solutions including preparation of the Detailed Design.
3. The supervision consultant will need approval of the Employer prior to the following actions:
 - (a) Approval of the work schedule for the Contractors (including update of the work schedule related to the contract periods);
 - (b) Issuance of the Notice to Commence the Works;
 - (c) Approval of the part of Detailed Design prepared by the Contractors;
 - (d) Issuance of the reasonable work instruction defined by the supervision consultant with reference to the financial outcomes, including emergency cases;
 - (e) Approval of the additional items, sums or expenses;
 - (f) approval of the sub-contractors for the part of the works; and
 - (g) approval of the extension of the implementation period for the contractor.
- 4) During Arbitration or legal proceedings, the Project Manager shall provide assistance to the Employer in front of the arbitration board or court, if requested.

3.3 Review of the Quality Control Measures

Quality control of the works executed by the Contractors, produced records, the reports on the materials and testing shall be reviewed by the supervision consultant, which will carry out the following actions:

- Investigate the sources of the materials and conduct testing of the samples to ensure consistency with the technical conditions.
- Investigation of the materials on site to ensure consistency with the technical conditions.
- Ensure consistency of the personnel for conducting the field and laboratory tests and the tests conducted by the mentioned personnel with relevant procedures.
- Ensure adequate number of tests as defined for each case.
- Conducting independent on site material testing to check the quality of the materials, if requested.
- Ensuring proper functioning of the laboratory equipment and relevant checking.
- Maintaining of the testing records in a relevant manner.
- Statistical analysis of the tests and ensuring the results consistent with the standards.
- Control and investigation of cement and mixer equipment, testing equipments and their proper functioning.
- Checking all the recipes and the ingredients of mixed material and approval of them.
- If requested, order special tests of materials and/or completed works.
- Elaborate of the data base for the results of the different tests for monitoring of the working characteristics of the road pavement and other structures.

4. Reporting Requirements

4.1 Language of the Reporting

All the reports shall be submitted in Georgian language.

4.2 Inception Report

The Inception Report will summarize the mobilization stage of the consultant and contractors, obligations of the contractors, records of the local meetings, proposed local communication procedures and records. The report shall be submitted within 3 weeks from the commencement of the works.

4.3 Monthly Progress Reports

Not later than the 10th calendar day of each month, the Supervision Consultant will submit the brief progress report to the Employer, summarizing the work executed by the supervision team during the previous month, including the problems encountered and recommended measures to be taken. The report should include status of the approved payments to the Contractor, all the requests regarding time extension and the price increase and all the requests of the Employer regarding smooth implementation of the works. Monthly technical reports shall be accompanied by the document of weekly meetings

with the Contractors. Format of the monthly reports will be preliminarily agreed with the Employer. Outline of the Monthly Progress Report is given below:

- * Actual progress of detailed design stage and agreement procedures;
- * Physical progress related to timing and program;
- * Explanations on the aforementioned changes;
- * Expenses related to cash flow forecasts and budget;
Expenses related to compensation and progress of planned works.
Explanation how to catch up progress delays.
- * Explanations on the aforementioned changes;
- * Requests or disputes;
- * Human resources, equipment and materials;
- * Testing and quality control;
- * Tests performed (frequency of tests vs. quantity of materials used), tests passed and tests failed.
- * Assessment of pavement maintenance network condition (Excellent, Good, Fair, Mediocre, Poor).
- * Reports on road asset maintenance deviations (deviations and defects) and response time.
- * Conducting of feasibility study on life cycle benefit based on remaining service period for rehabilitation vs. maintenance works.
- * Innovative (Value Engineering) proposals;
- * Issues related to stakeholders;
- * Summarizing environmental issues and the ways for their solution, performance of the environmental activities and instructions provided to the contractors regarding necessity for the consistency with the EMP document.
- * EMP compliance deviations, mitigation of negative consequences and response time
- * Revised cash flow forecasts;
- * Environmental Protection Measures;
- * Attachments.

4.4 Quarterly Technical Reports

The Project Manager shall submit detailed Quarterly Report summarizing all the supervision activities by the end of each quarter not later than 10th calendar day of the first month of the following quarter, including progress of design and build contract, orders of works and changes, environmental management, status of the contractors' claims, brief description of the problems encountered and other relevant information.

4.5 Project Completion Report

The Supervision Consultant shall prepare Project Completion Report within 4 weeks from the completion of the works.

Project Completion Report shall include general overview of the project. The report shall include the following, among others:

- o General Overview of the Project
- o Actual progress of activities with reference to the initial program;
- o Explanations of the aforementioned changes;
- o Expenses with reference to the initial budget.

5. Schedule

Expected duration of the assignment is contract implementation period plus 24 months - Defects Liability Period (for each design build contract). During the defects liability period the consultant will focus on the elimination of the defects.

The project manager shall ensure mobilization around 2 weeks before commencement of the design build contract in order to assist the Employer in the activities needed for mobilization of the Contractors. The Supervision team shall be mobilized by the date of the commencement of the works by the contractors. During the Defect Liability Period the Chief/resident Supervision Engineer will work part time, the members of the supervision team will be mobilized in accordance with the relevant tasks. **Method Measurement** of Contractors Performance will be based on the following Outcomes:

1. ROAD USABILITY (WT.=12)
 2. AV TRAFFIC SPEED & RIDE (wt. = 11)
 3. ROAD USER COMFORT & SAFETY (wt. = 12)
 4. ROAD DURABILITY (wt. = 15)
 5. ROAD DEFORMATION (wt. = 14)
 6. ROAD & SHOULDER CLEANLINESS (wt. = 13)
 7. ROAD & SHOULDER VEGETATION (wt. = 12)
 8. ROAD SKID RESISTANCE (wt. = 11)
- Maximum Total weight age = 100

Assessment of performance/works will be carried out every month based on abovementioned criteria and will include the total road network divided into 1000 m sections.

Assessment of pavement will be possible by assessment of pavement surface conditions (comfort, road skid resistance, level of surface damage), traffic congestion and the road visibility.

Subjective assessment can be made by a trained observer in a moving vehicle by rating the pavement surface characteristics and visibility on a comparative scale of 5 to 1 generally defined in road user terms as:

5. **Excellent:** defect not present to any significant extent,
4. **Good:** defect causes a slight safety risk and some discomfort at environment speed, but an experienced driver is not significantly affected.
3. **Fair:** defect compromises safety risk and discomfort to the extent that environment speed is not reasonably possible, but immediate intervention is not yet necessary.
2. **Mediocre:** intervention required as soon as possible.
1. **Poor:** immediate intervention required to make the road safe.

International Roads – 85% (Excellent, Good or Fair) Road asset conditions at the end of 3 years

Secondary Roads - 80% (Excellent, Good or Fair) Road asset conditions at the end of 3 years

Local Roads - 75% (Excellent, Good or Fair) Road asset conditions at the end of 3 years

All Roads - No more than 10% of all roads in poor condition

Capacity building: number of staff trained and working to implement knowledge gained.

Amount of Innovative (Value Engineering) savings.

KMs Periodic Maintenance, Rehabilitation and Design Build Projects completed in time, within budget, at the highest level of quality as per latest agreed specifications.

Safety – Number of injury or fatal accidents.

Additional value added consultancy services performed to make the Road Network Safe, Environmentally Clean, Affordable, and Sustainable.

Method of Payment is based on Maximum 5,5% of the amounts GEL 738.0 million, including VAT, for supervising maximum 6000 KM road asset preservation, paid on a monthly basis.

Agreement on State Procurement

Bidding SPA _____

(Draft)

A final version of the contract conditions may be verified and revised during the process of contract signature with the winner

Tbilisi

“-----“----- 2016

Roads Department of the Ministry of Regional Development and Infrastructure of Georgia, represented by its Deputy Chairman - Maia Kaliashvili, hereinafter called the Employer on the one hand, and on the other hand, Limited Liability Company ----- represented by its Director -----, hereinafter called the “Supplier”, based on the Article 15 of the Order N7 dated May 22, 2015 of the Chairman of the State Procurement Agency on State Procurement and Electronic Bidding (SPA--- -----) announced through Unified Electronic System, agree as follows:

1. Subject of the Agreement

- 1.1. Subject of this Agreement is to provide supervision services of _____ by Supplier– hereinafter referred to as Services.
- 1.2. CPV code: 71520000 - Construction supervision services

2 Cost and Payment rule

- 2.1. Total cost of the contract considering taxes established by the Georgian legislation, amounts to GEL ----- (amount in words).
- 2.2. Supervision service cost of each specific site shall be determined by ---% of the original contract cost awarded for supervision services.
- 2.3. Payment for supervision services, except for the works set forth in paragraph 2.4, shall be effected according to the works implemented on each specific site and percent determined by paragraph 2.2 of this Article.
- 2.4. Supervision cost of periodic and routine repair works shall be paid on monthly basis according to the percent specified by paragraph 2.2, in line with contract duration given for each specific site, whereon supervision shall be carried out. Therefore, at every new assignment, cost of the services to be provided and the amount to be payable on monthly basis under this payment shall be notified to the Supplier.
- 2.5. Parties effect payments in GEL, in noncash form, by transferring the amount on the bank details specified by the Contract.
- 2.6. At the time of payment, Supplier shall monthly submit total and aggregate price (including VAT) of services actually rendered, which shall indicate accounting period and cumulative sum.
- 2.7. Supplier shall submit to the Employer bilateral Delivery-Acceptance Act (relevant VAT invoice should also be provided) for each specific site, based on which Employer shall pay to the Supplier service cost within 10 working days after submission of Delivery-Acceptance Act and VAT invoice.
- 2.8. Supplier shall provide to the Employer total and aggregate amount (including VAT and other taxes) of actually rendered services in order to receive payment.
- 2.9. Payment shall be effected based on the execution of Delivery-Acceptance Act (Delivery-Acceptance Act on factually rendered services) and VAT invoice.
- 2.10. Supplier is entitled to submit to the Employer preliminary written request on advance payment if he/she is not registered in the debtors registry, or no tax pledge and/or sequester is registered in his/her name. Supplier is responsible to provide relevant documents confirming absence of above liabilities.
- 2.11. Despite of the relevant written request, the Employer shall be eligible to refuse supplier's request on the issuance of advance payment.
- 2.12. If Employer takes positive decision on issuing advance payment, Supplier shall provide from the Bank unconditional bank guarantee in the amount of the advance payment that is to be valid till deduction of advance amount.
- 2.13. If the Supplier is registered in White list, bank guarantee shall be submitted in the amount equivalent to the half of advance payment amount.

- 2.14. Amount of the advance payment to be paid to the Supplier shall be determined with no more than 20% of the total value of the contract. In case of long-term bidding, advance payment shall be paid in the same percent from the value of existing year at the moment of the request.
- 2.15. Supplier shall use the mentioned amount only to render services considered by the contract.
- 2.16. Employer shall withhold issued advance payment under the following rule:

$$Z = \frac{A \cdot (X\% - Y\%)}{70 - 20}$$

Z = Deductible amount in the accounting period;

A= Represents the transferred advance amount

X= Represents rendered services for the accounting period to the initial contract sum, represented in percent. This data shall not exceed to 70%.

Y= is (X) for the previous period.

- 2.17. The Employer is entitled to activate bank guarantee for security of advance payment if the Supplier violates paragraph 2.12 of the contract or/and in case of termination of the Contract, if at the moment of termination the Supplier did not make deductions of issued advance or of part of it.
- 2.18. Transfer of the amount provided for the advance payment shall be made by noncash payment, after Supplier submits unconditional bank guarantee.
- 2.19. If the cost of provided services is not equal to the cost envisaged by this Agreement due to specific circumstances, Employer shall compensate the Supplier for actually rendered services according to prices (percent) considered in this Agreement. Hence, the Supplier shall not claim for unperformed work volumes and for payment.

3. Compliance of the Service

3.1 Services provided under Article 1 of the contract shall comply with active norms and rules determined by the Resolution N52 of Georgian Government dated January 14, 2014, already established standards for similar services, technical specifications, also technical conditions annexed to this contract, which is attached and constitutes an integral part of the contract.

3.2 In case of any deviation from rules and norms mentioned in paragraph 3.1 of this Agreement, the Employer is authorized to refuse service or/and apply liability measures established by this Agreement and legislation of Georgia towards the Supplier.

4. The Rule of Delivery and Acceptance of Services

4.1 Service to be procured shall be deemed accepted only after signing of delivery acceptance act. The Supplier shall deliver provided services to the Employer according to the rules determined by the Employer.

4.2. If the results of interim inspection are negative, Employer is authorized not to accept procured services or its part (stage) and refuse to pay.

4.3. The place for accepting of rendered services and final inspection is the site of the Employer and/or if necessary road section to be supervised. Employer shall inspect the quality and volume of services rendered by the supplier.

4.4. Acceptance-delivery of completed works shall be carried out according to the Decree N1-1/23 issued by the Minister of Economy and Sustainable Development of Georgia on January 10, 2008 on approval of regulations about “acceptance-delivery of completed road works (except construction, modernization and reconstruction works) implemented on international and secondary roads”.

5. Rights and Obligations of the Parties

5.1 Supplier is obliged:

- 5.1.1. To follow rules and conditions provided for by paragraph 3.1 while rendering services;
- 5.1.2. Ensure beginning of services within 5 days after signing of the Agreement;
- 5.1.3 Supplier shall duly render services in compliance with contract terms and technical conditions till ----- (including);
- 5.1.4 Immediately when a new site is given under supervision, Supplier shall check/review design and defects checklist in relation to the actual conditions existing on site;
- 5.1.5. Study conditions existing on roads which are subject to supervision; submit proposal to the Roads Department regarding the works to be conducted on each specific site, if necessary;
- 5.1.6 Based on the instruction given by the Department, prepare and provide defects checklist, feasibility study and bidding documentation necessary for implementation of rehabilitation works, which shall reflect volume and price of rehabilitation works.
- 5.1.7 Control compliance of works implementation process with contract conditions. In the event of any inconsistency, the Supplier shall inform the Employer about this immediately.
- 5.1.8 Ensure inspection of works under supervision during implementation period and also during guarantee period;
- 5.1.9 Ensure strict control and daily monitoring with regard to the performance and protection of the Environment Impact Assessment Plan, including expertise conditions, and also Environmental Management Plan (if available) by implementing organization. To make relevant amendments in environmental issues if necessary; to carry out preventive measures timely in order to avoid negative environmental impact by the contractor.
- 5.1.10 Respond immediately to environmental violations or/and delay, revealed as a result of monitoring, in a written form and determine the reasonable time for the constructor for their elimination.
- 5.1.11. Verify the reasons of violations/infringements and inform the Roads Department of Georgia about it in a written form after revealing environmental violations or/and delay;
- 5.1.12 Submit information to the Employer on provided services or/and services to be rendered;
- 5.1.13 by his own expenses ensure immediate elimination of all defects and deficiencies detected as a result of inspection carried out under the contract;
- 5.1.14 Inform the Employer about expected reorganization or liquidation of its organization as soon as possible;
- 5.1.15 Use t advance payment, received under this Agreement, for conducting services envisaged by the contract.
- 5.1.16 File a claim to the construction company for contract breach or/and for poor quality of works. If necessary terminate works and provide proper information (together with the reasonable substantiation of contract breach) to the Employer.

5.2 Employer is obliged:

- 5.2.1. To reimburse the cost of service to supplier without delay in accordance with the terms and conditions of the present contract.
- 5.3. To make changes in service time, established by the Agreement, is allowed only by mutual agreement between Employer and the Supplier.
- 5.4. The Employer and Supplier jointly review service related issues and if necessary make relevant changes.
- 5.5. Neither of the Parties is entitled to make changes in service timeframes established by this Agreement without the consent of the second Party. To make changes in timeframes is allowed only by mutual agreement between the Employer and the Supplier.

6. Force-majeure

6.1 The Parties are to be released from the responsibilities caused by a failure to execute their contractual obligations if the failure to execute their obligations is caused by the impact of superior power (natural disaster, epidemic, war, quarantine, embargo imposed on goods, sharp decline of budgetary allocations, social instability, changes in legislation, etc.), and it was beyond the capabilities of the Parties to foreseen or avoid it. An event caused by superior power refers to the events, arising and development of which are uncontrollable for the Parties (Force-majeure).

6.2 The Party, which asserts Force-majeure as an excuse for the failure to execute obligations shall immediately notify the second Party regarding such events in a written form. In addition, in case of request from the other Party, the document confirming the existence of Force-majeure events and the evidence that such events substantially prevented the first Party from executing its contractual obligation shall be submitted.

7. Responsibility

7.1 In case of failure to fulfill or incomplete fulfillment of the contractual requirements, the Party in breach shall be charged in the form of penalty with 3% of the cost of services under supervision for each particular site at the request of the second Party, but no less than GEL 1000 (thousand) within 14 banking days and shall ensure immediate correction of breaches.

7.2 If the total amount of penalty imposed on the Supplier for default of the Agreement does exceed 5% (five percent) of the total cost of the Agreement, the second Party is entitled to terminate the Agreement unilaterally.

7.3 In case of nonpayment of penalty mentioned in paragraph 7.1 of the foregoing article, the Employer is entitled to deduct penalty amount from the value of performed works and suspend all bilateral requests according to active legislation.

7.4 In case of any damage to the third-party, caused by the failure to fulfill/incomplete fulfillment of contractual obligations by the Supplier, the Supplier is obliged to compensate for damages.

7.5 In case of any damage to the Employer, caused by the failure to fulfill/incomplete fulfillment of contractual obligations by the Supplier, the Supplier is obliged to compensate for damages.

7.6 The Supplier shall be liable for administrative penalty imposed on Roads Department as a result of activity committed by the Supplier, which is considered in Administrative Offences Code of Georgia.

8. Termination of the Agreement

8.1 If any of the Parties of the Agreement does not fulfill contract requirements, the second Party is entitled to make a decision about termination of the whole Agreement or operation of the specific requirements and shall notify the other Party about that in a written form.

8.2 Termination of specific requirements does not release the second Party from fulfilling of other obligations.

8.3 Termination of the Agreement shall be officially concluded in appendix to this Agreement. However, in case of disagreements, the Parties are entitled to terminate the Agreement with unilateral (written form) means.

8.4 The Employer is entitled to terminate activation of the Agreement ahead of its validity period and unilaterally if:

8.4.1 The Supplier violates the requirements of the Agreement (does not fulfill or fulfills them incompletely);

8.4.2 Bankruptcy case against the Supplier is underway (despite the time of its beginning);

8.4.3 Property of the Supplier is seized and this event affects or can influence on the execution of the contract requirements;

8.4.4 Reorganization of the Supplier is underway and this event affects or can influence on the execution of the contract requirements;

8.4.5 Amount of penalty imposed on the Supplier did exceed the 5% of the total cost of the Agreement;

8.4.6 After signing of the Agreement, the Procurer was informed that the Supplier committed a dishonest action in order to sign the Agreement.

9. Delegation of Rights

9.1 Neither of the Parties of the Agreement is entitled to delegate their rights and obligations to the third party without a written consent by the second Party.

9.2 In relations with the third sides, the Parties shall act on their own behalf, at their own costs and risks.

10. Subcontractors

10.1 Under this Agreement, the Supplier shall notify the Employer about all possible subcontractors which are not indicated in the bid proposal in a written form. The Supplier is also obliged to notify the Employer about volume of services to be executed by the subcontractor.

10.2 The Supplier and its subcontractor are liable to select and appoint the leading engineer-technical specialists (at sites, which are subject to supervision) presented in qualification data of the Supplier and endorsed by the Employer.

10.3 The Supplier is authorized to hire specialists in addition to the list of engineer-technical specialists presented in qualification data of the Supplier by the consent of the Employer.

11. Notification

11.1 Any notification, sent from one Party of the Agreement to another, shall have a form of letter, telex, fax or email and original document shall be subsequently submitted to the second Party's address, mentioned in this Agreement.

11.2 Notification enters into force on the day of its receipt by the addressee, or on the day previously established for entering into force - on a date which is later.

12. Inspection

12.1 Employer or representative of the employer has the right to monitor the ongoing execution of the obligations by the supplier at any stage of the contract execution. Service duration is controlled by Roads Administration Division of the Roads Department (the procuring organization), financial monitoring is carried out by Finance Management Division of the same Department, environmental monitoring – Resettlement and Environmental Protection Division.

12.2. Employer is entitled to exercise the inspection on the quality of services at any time during the contract validity.

12.3. Supplier is liable for ensuring the employer at their own expenses, with the necessary personnel for monitoring (inspection), the necessary technical means and other working conditions. If the employer hires own or invited staff in order to monitor (inspection), the compensation for labor shall be ensured by the employer.

12.4 Supplier is responsible to ensure abolishing of all defects and deficiencies revealed by monitoring (inspection) at their own expenses.

12.5 Employer carries out monitoring (inspection) of works progress according to paragraph 3.1 of this Agreement and in case of breach the employer is entitled to terminate service implementation and apply measures envisaged by this Agreement and legislation.

13. Other Conditions

13.1 Any changes or deviations in contract conditions are allowed only on the basis of written amendments signed by each Party.

13.2 If the necessity of changing the terms of the contract caused by unexpected reasons or is due to the cost and payments of contract while delivering the services, including the possibility to revise of prices, such changes are allowed in the whole frameworks of this contract and the initiator side is liable for notifying to the second party the appropriate substantiate information.

13.3 Prices which are indicated in a bid proposal and prices of the services to be rendered (percent) and agreed with the Employer represent the main parameters of the Agreement and remain so during the whole validity period.

13.4 Any changes which result increasing of the contract price or worsening the conditions for the Employer are not allowed, except the cases considered by the Article 398 of the Civil Code of Georgia.

13.5 If faced conditions are appropriate to the Article 398 of the Civil Code of Georgia, there is unallowable to increase price with more than 10% of the total cost of the original Agreement.

13.6 Any changes in foregoing Agreement shall be concluded in appendix to this Agreement, which shall be considered as integral part of the Agreement.

13.7 Disputable issues raised between the Parties are to be settled through mutual agreement and negotiations; if Parties fail to reach agreement, dispute shall be settled by the Georgian Court according to legislation of Georgia.

13.8 The Agreement is compiled in two copies in Georgian language, each of them has the same legal force and they are kept by the contracting Parties (one copy by the Employer and one copy by the Supplier). Any correspondence related to the Agreement shall be done in Georgian.

13.9 Bid proposal of the Supplier (technical conditions, cost estimate and other documentation) accompanies the foregoing Agreement and represents its integral part.

14. Validity Period of the Agreement

14.1 Validity period of the Agreement is considered from the day of signing and is affective including January 31, 2020 - until the complete and proper execution of obligations by the Parties.

15. Signatures and contact details of the Parties

Employer:

The Roads Department of the Ministry of Regional Development and Infrastructure of Georgia.

Address: 12, Al. Kazbegi Avenue Georgia, Tbilisi.

Identification code: 211 343 982

Bank details: State Treasury, TRESGE22

Account number: #200122900

Signature

Maia Kaliashvili

Place of seal

Supplier:

Signature

Place of seal

Bidder's Proposal

1.	Legal form and name of the bidder:	
	Position of the head, name and surname:	
	Legal or/and actual address of the bidder:	
	Identification Code:	
	Phone number of the bidder:	
	Electronic Address:	
	Bank:	
	Bank Code:	
	Account Number:	
2.	Company Registration (Establishment) Date:	

I confirm that I was introduced to this bidding documentation (technical conditions, Terms of Reference and design of agreement on state procurement) and in case of our winning, I agree to fulfill our obligations in compliance with the conditions envisaged by bidding documentation.

Signature of the head of the bidder participating in the bidding.

Place of seal

Information about bidder's supervision experience in analogical type projects during the period between 01.01.2013 and 01.01.2016

Name of the bidder: _____

N	Name of service, location, type of works	Name of site (where supervision serviced are rendered)	Name of the Procurer	Procurer's Contact Information (Address, Phone Number, E-mail)	Period of performance	Brief description and the cost of site	Note (compliance with international standards AASHTO, EC, BS)
1							
2							
3							
.							
.							
.							
n							

Signature of the head of the bidder participating in the bidding

Place of seal

Information about qualifications and experience of the key specialists proposed by the bidder participating in procurement

Name of the bidder _____

N	Name and surname	Personal number	Position held in the project	Professional experience (year)	Additional information
1					
2					
3					
...					
n					

Note: *It should be indicated which person from submitted personnel will fulfill the functions and obligations of the head of team.*

Signature of the head of the bidder participating in the bidding _____

Place of seal

Questionnaire

1. Personal data	
Name, family name of Specialist	
Personal number:	
Contact information (address, phone, email):	
Position in the project:	
Date of birth (date, month, year):	
Citizenship:	
2. Education	
High education (university, starting date - completion date, faculty, specialty according to Diploma)	
Certificates (name, dates)	
Trainings (name, starting date – completion date)	
Scientific papers (name, year of issuing)	
Other (membership of associations, unions and similar societies)	
3. Overall professional experience	
Working period (month/year): Name of organization or company: Contact information (address, phone number. email) Position: Main duties and responsibilities:	1
	2
	3 and other

Note:

- Detailed data of specialists' professional experiences presented by the bidder in the third part of this appendix shall be in compliance with data presented in appropriate column of appendix N3 (professional experience).
- The bidder and a person (specialist) who is presented in information data are responsible jointly and severally for rightness of submitted information. The Procurer is entitled to verify the rightness of mentioned information. In case of inaccuracy of the submitted information in questionnaire, the Procurer will disqualify the bidder. In addition, the Procurer is entitled to apply measures envisaged by legislation of Georgia in case of submitting information without the consent of the person and disqualify the bidder.

Signature of the Specialist

Signature of the head of the bidder participating in the bidding

Place of seal

Advance Agreement

(Draft)

The bidder, on one hand: -----
Company name and identification code

(Hereinafter "Company") represented by: -----
Authorized representative

assumes liability and on the other hand, Person nominated by the Company as Specialist pursuant to bidding conditions: ---

Name, family name of the Specialist/ personal number, specialty

(hereinafter "Specialist") agrees that if the "Company" wins the bidding -----
Name of the bidding, unique number

Person represented as "Specialist" shall be employed by the Company and he/she personally renders services considered by the bidding within his/her competence. (It shall be confirmed by indicating relevant information on the stamp of the design documentation and by signature).

Signature of the Specialist

Signature of the head of the bidder participating in the bidding

Place of seal

Table of Prices

N	Name of site	Cost of service to be provided including all expenditures and payments (GEL)		
		Cost	VAT (18%)	Sum
1	Supervision services of routine maintenance, periodic repair, rehabilitation, reconstruction, modernization, construction, liquidation as a result of natural disasters and force-majeure events and bank protection works to be executed on international and secondary roads (local roads in case of the appropriate assignment)			
Total Sum:				

Signature of the bidder:

 Place of seal

Information about total turnover of the bidder participating in procurement,
during the period between 01.01.2013 and 01.01.2016

N	Period	Annual turnover (including the VAT) (GEL)	Total turnover
1	01.01.2013 - 01.01.2014		
2	01.01.2014 - 01.01.2015		
3	01.01.2015 - 01.01.2016		

Signature of the bidder:

Place of seal

Information about sub-contractor hired by the bidder under ongoing works

Name of the bidder _____

N	Subcontractor (name, identification code, address)	Name of services to be provided	Cost of services to be provided	Analogical type experience of the subcontractor (project name, name and contact information of the Procurer, period of performance, cost of the project)
1				
2				
3				
...				
n				

Signature of the head of the bidder participating in the bidding

Place of seal

Signature of the head of subcontractor company

Place of seal

Performance Security Guarantee

(Unconditional bank guarantee)

To: _____

(Name of the Procurer)

Taking into the account, that _____ (Hereinafter "Supplier")

(Name of the Supplier, identification code)

(Name of the bidding)

According to the bid proposal submitted in the bidding, assumed responsibility to provide Bank Guarantee for performance security in the amount specified by the Agreement, we agree to issue the mentioned guarantee in the name and on behalf of the Supplier.

Thereby, we confirm that we are guarantor and responsible to you in the name of the Supplier for the total amount:

indication currency) (amount in figures, in words, by

And irrevocably undertake to pay above referred amount upon your first request (no later than 10 banking days), stating that the Supplier is in breach of its obligation(s) under the Agreement, without needing to prove or to show grounds for your request or the sum specified therein.

This Guarantee is valid: _____

Signature and seal _____

(Date)

(Address)