



Tender Documentation

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Tender Documentation

Procurement of Conductors and Earth Wire for “Georgian State Electrosystem” through Electronic Tender

1. Qualification requirements:

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

1.1.1. For legal entities of private law and individual entrepreneurs:

a) An excerpt from Registry of Entrepreneurs and Non-Entrepreneurial (Non-Commercial) Legal Entities;

1.1.2. For legal entities of public law:

a) A certificate on absence of public and legal restrictions (from the National Agency of Public Registry).

1.1.3. For natural persons:

a) A certificate on absence of public and legal restrictions (from the National Agency of Public Registry).

1.2. The qualification documents from the administrative authorities, stipulated in paragraph 1.1 of the tender documentation, to be submitted by the bidder (except of non-resident bidder) must be issued after the date of commencement of acceptance of the electronic tender bids.

In case of non-resident bidder he shall submit the qualification documents adequate with documents stipulated in paragraph 1.1. of the tender documentation issued by the duly authorized bodies of his country accompanied by their notarized translations in Georgian. The date of issue of such qualification documents should not be earlier than 30 days prior to commencement of acceptance of the bids.

1.3. The qualification documents to be submitted from the administrative authorities, stipulated by the subparagraph 1.2 hereof shall be submitted within the period requested by the purchaser organization which shall not exceed 5 (five) business days.

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

2. Terms and place of Delivery of Goods

2.1. Delivery period for Goods is **no more than 65 calendar days after signing of the agreement.**

2.2. Place of Delivery of goods:

N	Goods	Place of Delivery
1	Conductor ACSR-150/19 or analogue	Mtskheta. Village ksani .500 Kv. Substation,,Ksani”
2	Conductor ACSR-300/67 or analogue	Mestia. Village Iphari. 110/10 kv. Substation „Iphari”
3	Conductor ACSR-150/34 or analogue	Zugdidi. Daba Lia. 500 kv. Substation „Jvari”
4	Conductor ACSR-185/43 or analogue	
5	Earth Wire C-50 or analogue	
6	Earth Wire C-70 or analogue	

- For Nonresident Bidders - GOODS have to be delivered on DAP Georgia, Georgia, ncoterms 2010 condition, according to the Technical Requirements of the Bidding documents.
- For Resident Bidders - GOODS have to be supplied on DDP Georgia, Georgia, Incoterms 2010 condition, according to the Technical Requirements of the Bidding documents.

2.3 The Bidder should submit delivery period of Goods

3. Technical specification and requirements for Conductors and Earth Wires:

3.1. Technical specifications:

Table #1

#	Description of Goods	Type or Mark of Goods	Quantity (Length)	Volume (Weight)
1	Conductor	ACSR-150/19 or analogue	3,833 km.	2,169 Tons
2	Conductor	ACSR-300/67 or analogue	5,800 km.	8 Tons
3	Conductor	ACSR-150/34 or analogue	12,500 km.	9,037 Tons
4	Conductor	ACSR-185/43 or analogue	1,000 km.	0,907 Tons

5	Earth Wire with grease or with zinc coated	C-50 or analogue	16,581 km.	6,931 Tons.
6	Earth Wire with grease or with zinc coated	C-70 or analogue	4,938 km.	3,096 Tons.

Remarks:

- Each Conductor and Earth Wire should be galvanized according its own technical specification (Type).
- Each Conductor should be delivered rolled on drum with continuous length and manufacturing. The tolerance in Weight for each Conductor rolled on drum must be no more than $\pm 3\%$.
- Diameter of each drum should be no less than 1 500 mm and no more than 2 500mm.
- Maximum width of each drum should be no more than 1 200mm.
- Maximum weight of each drum should be no more than 5 000 kg.
- The goods must be new, not used.

3.1.1 Technical Specification of Goods:**Table #2**

#	Description	Unit	Technical Specification	Technical Specification of offered Goods by the Bidder
		Of Required Goods		
1	2	3	4	5
1	Aluminum conductor steel reinforced (with grease)		ACSR-150/19 or ACKC-150/19 or analogue	
1,1	Applicable standards		EN 50182 ГОСТ-839-80 or analogue	
1,2	Maximum ambient air temperature	°C	+39	
1,3	Minimum ambient air temperature	°C	-29	
1,4	Ampacity (long-term ampacity)	Amperes	≥450	

1,5	D.C resistance at 20 ⁰ C of 1 km conductor	Ohm.km	max 0,2046	
1,6	Max. permissible increase of D.C. resistance	%	2,1	
1,7	Elasticity module of total conductor	N/mm ²	77 000	
1,8	Linear expansion coefficient of total conductor	/ ⁰ C	1,98x10 ⁻⁵	
1,9	Ley lengths (Aluminum wire)	-	-	
1,9,1	1 th layer (steel layer)		Min:10 Max:18	
1,9,2	2 nd layer (aluminium layer)		Min:10 Max:15	
1,9,3	Lay lengths (steel wire)		Min:14 Max:28	
1,10	Total Aluminum cross-section (Tolerance ± 1%)	mm ²	148	
1,11	Steel total cross-section (Tolerance ± 1%)	mm ²	18,8	
1,12	Total cross-section of conductor (Tolerance ± 1%)	mm ²	166,8	
1,13	Diameter of steel section of conductor (Tolerance ±0,2%)	mm	5,6	
1,14	Total diameter of conductor (Tolerance ±0,2%)	mm	16,8	
1,15	Min ultimate tension of conductor	N	46 307	
1,16	Unit Weight of aluminum part (Tolerance ±2%)	kg/km	407	
1,17	Unit weight of steel wire (Tolerance ±2%)	kg/km	147	
1,18	Unit weight without grease of total conductor (Tolerance ±2%)	kg/km	554	

1,19	Aluminum wire number	Unit	26	
1,20	Diameter of wires of aluminum part (Tolerance $\pm 0,05\%$)	mm	2,40	
1,21	Steel wire number	Unit	7	
1,22	Diameter of wires of steel part (Tolerance $\pm 0,05\%$)	mm	1,85	
1,23	Layer of (aluminum wires)strand	-	2	
1,24	Layer of (steel wires) strand	-	1	
1,25	Relation between Cross section area of aluminum and cross section area of steel	-	6,25	

Table #3

#	Description	Unit	Technical Specification	Technical Specification of offered Goods by the Bidder
		Of Required Goods		
1	2	3	4	5
1	Aluminum conductor steel reinforced (with grease)		ACSR-300/67 or ACKC-300/67 or analogue	
1,1	Applicable standards		EN 50182 ГОСТ-839-80 or analogue	
1,2	Maximum ambient air temperature	°C	+40	
1,3	Minimum ambient air temperature	°C	-35	
1,4	Ampacity (long-term ampacity)	Amperes	≥680	

1,5	D.C resistance at 20 ⁰ C of 1 km conductor	Ohm.km	max 0,1000	
1,6	Max. permissible increase of D.C. resistance	%	2,2	
1,7	Elasticity module of total conductor	N/mm ²	89 000	
1,8	Linear expension coefficient of total conductor	/ ⁰ C	1,89x10 ⁻⁵	
1,9	Ley lengths (Aluminum wire)	-	-	
1,9,1	1 th layer (steel layer)		Min:10 Max:18	
1,9,2	2 nd layer (aluminium layer)		Min:10 Max:15	
1,9,3	Lay lengths (steel wire)		Min:14 Max:28	
1,10	Total Aluminum cross-section (Tolerance ± 1%)	mm ²	288,5	
1,11	Steel total cross-section (Tolerance ± 1%)	mm ²	67,3	
1,12	Total cross-section of conductor (Tolerance ± 1%)	mm ²	355,8	
1,13	Diameter of steel section of conductor (Tolerance ±0,2%)	mm	10,5	
1,14	Total diameter of conductor (Tolerance ±0,2%)	mm	24,5	
1,15	Min ultimate tension of conductor	N	126 270	
1,16	Unit weight of aluminum part (Tolerance ±2%)	kg/km	796	
1,17	Unit weight of steel wire (Tolerance ±2%)	kg/km	527	
1,18	Unit weight without grease of total conductor (Tolerance ±2%)	kg/km	1323	
1,19	Aluminum wire number	Unit	30	

1,20	Diameter of wires of aluminum part (Tolerance $\pm 0,05\%$)	mm	3,50	
1,21	Steel wire number	Unit	7	
1,22	Diameter of wires of steel part (Tolerance $\pm 0,05\%$)	mm	3,50	
1,23	Layer of (aluminum wires)strand		2	
1,24	Layer of (steel wires) strand		1	
1,25	Relation between Cross section area of aluminum and cross section area of steel		4,29	

Table #4

#	Description	Unit	Technical Specification	Technical Specification of offered Goods by the Bidder
		Of Required Goods		
1	2	3	4	5
1	Aluminum conductor steel reinforced (with grease)		ACSR-150/34 55 ACKC-150/34 or analogue or analogue	
1,1	Applicable standards		EN 50182 ГОСТ-839-80 or analogue	
1,2	Maximum ambient air temperature	°C	+41	
1,3	Minimum ambient air temperature	°C	-22	
1,4	Ampacity (long-term ampacity)	Amperes	≥450	
1,5	D.C resistance at 20°C of 1 km conductor	Ohm.km	max 0,2061	

1,6	Max. permissible increase of D.C. resistance	%	2,2	
1,7	Elasticity module of total conductor	N/mm ²	89 000	
1,8	Linear expansion coefficient of total conductor	/°C	1,83x10 ⁻⁵	
1,9	Lay lengths (Aluminum wire)	-	-	
1,9,1	1 th layer (steel layer)	-	Min:10 Max:18	
1,9,2	2 nd layer (aluminium layer)	-	Min:10 Max:15	
1,9,3	Lay lengths (steel wire)	-	Min:14 Max:28	
1,10	Total Aluminum cross-section (Tolerance ± 1%).	mm ²	147	
1,11	Steel total cross-section (Tolerance ± 1%)	mm ²	34,3	
1,12	Total cross-section of conductor(Tolerance ± 1%)	mm ²	181,3	
1,13	Diameter of steel section of conductor (Tolerance ±0,2%)	mm	7,5	
1,14	Total diameter of conductor (Tolerance ±0,2%)	mm	17,5	
1,15	Min ultimate tension of conductor	N	62 643	
1,16	Unit weight of aluminum part (Tolerance ±2%)	kg/km	406	
1,17	Unit weight of steel wire (Tolerance ±2%)	kg/km	269	
1,18	Unit weight without grease of total conductor (Tolerance ±2%)	kg/km	675	
1,19	Aluminum wire number	Unit	30	
1,20	Diameter of wires of aluminum part (Tolerance ±0,05%)	mm	2,50	
1,21	Steel wire number	Unit	7	
1,22	Diameter of wires of steel part (Tolerance ±0,05%)	mm	2,50	

1,23	Layer of (aluminum wires)strand		2	
1,24	Layer of (steel wires) strand		1	
1,25	Relation between Cross section area of aluminum and cross section area of steel		4,29	
2	Earth Wire with grease or with zinc coated			
2,1	Earth Wire		C-50 type or analogue should be performed according Г-B-C-H-MK-T-1370 (One lay rope TK construction or analogue)	
2,2	Applicable standards		DIN-3057 ГОСТ-3063-80 or analogue	
2,3	Maximum ambient air temperature	⁰ C	+41	
2,4	Minimum ambient air temperature	⁰ C	-22	
2,5	Elasticity module of total earth wire	daN/mm ² x10 ³	20,0	
2,6	Linear expansion coefficient of total earth wire	10 ⁻⁰ degree ⁻¹	12,0	
2,7	Total cross-section of earth wire (Tolerance ±1%)	mm ²	48,64	
2,8	Diameter of total earth wire(Tolerance ±1%)	mm	9,1	
2,9	Number layer of strand		1	
2,10	Number of wires in center		1	
2,11	Number of wires in layer		18	

2,12	Diameter of center wire (total 1 wire) of total earth wire(Tolerance $\pm 0,05\%$)	mm	1,90	
2,13	Diameter of wire (total 18 wires) of total earth wire \pm (Tolerance 0,05%)	mm	1,80	
2,14	Min ultimate tension of total earth wire	N	59 950	
2,15	Min ultimate tension of total wires in earth wire	N	66 700	
2,16	Unit weight of earth wire with grease or with zinc coated (Tolerance $\pm 5\%$)	kg/km	417,5	

Table #5

#	Description	Unit	Technical Specification	Technical Specification of offered Goods by the Bidder
		Of Required Goods		
1	2	3	4	5
1	Aluminum conductor steel reinforced (with grease)		ACSR-185/43 or ACKC-185/43 or analogue	
1,1	Applicable standards		EN 50182 ГОСТ-839-80 or analogue	
1,2	Maximum ambient air temperature	°C	+41	
1,3	Minimum ambient air temperature	°C	-22	
1,4	Ampacity (long-term ampacity)	Amperes	≥515	

1,5	D.C resistance at 20 ⁰ C of 1 km conductor	Ohm.km	max 0,1559	
1,6	Max. permissible increase of D.C. resistance	%	2,2	
1,7	Elasticity module of total conductor	N/mm ²	89 000	
1,8	Linear expansion coefficient of total conductor	/ ⁰ C	1,83x10 ⁻⁵	
1,9	Lay lengths (Aluminum wire)	-	-	
1,9,1	1 th layer (steel layer)		Min:10 Max:18	
1,9,2	2 nd layer (aluminium layer)		Min:10 Max:15	
1,9,3	Lay lengths (steel wire)		Min:14 Max:28	
1,10	Total Aluminum cross-section (Tolerance ± 1%)	mm ²	185	
1,11	Steel total cross-section (Tolerance ± 1%)	mm ²	43,1	
1,12	Total cross-section of conductor (Tolerance ± 1%)	mm ²	228,1	
1,13	Diameter of steel section of conductor (Tolerance ±0,2%)	mm	8,4	
1,14	Total diameter of conductor (Tolerance ±0,2%)	mm	19,6	
1,15	Min ultimate tension of conductor	N	77 767	
1,16	Unit weight of aluminum part (Tolerance ±2%)	kg/km	509	
1,17	Unit weight of steel wire (Tolerance ±2%)	kg/km	337	
1,18	Unit weight without grease of total conductor (Tolerance ±2%)	kg/km	846	
1,19	Aluminum wire number	Unit	30	

1,20	Diameter of wires of aluminum part (Tolerance $\pm 0,05\%$)	mm	2,80	
1,21	Steel wire number	Unit	7	
1,22	Diameter of wires of steel part (Tolerance $\pm 0,05\%$)	mm	2,80	
1,23	Layer of (aluminum wires)strand		2	
1,24	Layer of (steel wires) strand		1	
1,25	Relation between Cross section area of aluminum and cross section area of steel		4,29	
2	Earth Wire with grease or with zinc coated			
2,1	Earth Wire		C-70 type or analogue should be performed Г-B-C-H-MK-T-1370 (One lay rope TK construction or analogue)	
2,2	Applicable standards		DIN-3057 ГОСТ-3063-80 or analogue	
2,3	Maximum ambient air temperature	$^{\circ}\text{C}$	+41	
2,4	Minimum ambient air temperature	$^{\circ}\text{C}$	-22	
2,5	Elasticity module of total earth wire	$\text{daN/mm}^2 \times 10^3$	20	
2,6	Linear expansion coefficient of total earth wire	$10^{-6} \text{degree}^{-1}$	$1,2 \times 10^{-5}$	
2,7	Total cross-section of earth wire (Tolerance $\pm 1\%$)	mm^2	72,95	
2,8	Diameter of total earth wire (Tolerance $\pm 1\%$)	mm	11	
2,9	Number layer of strand		1	

2,10	Number of wires in center		1	
2,11	Number of wires in layer		18	
2,12	Diameter of center wire (total 1 wire) of total earth wire (Tolerance $\pm 0,05\%$)	mm	2,40	
2,13	Diameter of wire (total 18 wires) of total earth wire (Tolerance $\pm 0,05\%$)	mm	2,20	
2,14	Min ultimate tension of total earth wire	N	89 950	
2,15	Min ultimate tension of total wires in earth wire	N	100 000	
2,16	Unit weight of earth wire with grease or with zinc coated (Tolerance $\pm 5\%$)	kg/km	627,4	

Note: At the time of delivery, the supplier should submit Certificate of quality of Goods for each position given in Technical Specification (Paragraph 3, Subparagraph 3.1) of Tender Documentation.

3.2. Requirements.

3.2.1 The Bid must be accompanied with Certificate of quality of Goods for each position given in Technical Specification (Paragraph 3, Subparagraph 3.1) of Tender Documentation.

3.2.2. Warranty period for Goods must be at least 4 (Four) years from delivery.

3.3 Pricing adequacy justification commitment

In case if the lowest Bidder's final price is 20% or more lower than procurement Estimated cost, within the period defined by the Purchaser, the bidder will be required to justify the pricing adequacy by submitting either the agreement by the Bidder regarding the goods to be supplied and/or invoice and/or bill of lading and/or customs declaration confirming the possibility for the bidder to supply the goods requested by the tender at the offered price (according to subparagraph 12 of paragraph 12 of the Order No 9 of the Chairman of the State Procurement Agency from April 7, 2011 on Approving the Rules for Conducting Simplified Electronic Tender and Electronic Tender). Such document should be issued no more than 6 months before the date of submitting and should confirm the possibility of identification of goods by Model and/or Type and/or Mark and/or Country of Origin and/or Manufacturer Company. Documents submitted in foreign language should be appended with Georgian translation duly certified by Notary public.

4. Additional Information on Technical Documentation

- 4.1. Only one winner may be announced in this tender;
- 4.2. The bid uploaded in the electronic system by the bidder shall include following documents and information:
 - 4.2.1. Filled-in price list (Annex #1)
 - 4.2.2. Technical specification of offered Goods . The bidder must submit filled tables given in Paragraph 3 , Subparagraph 3.1.1 of Tender Documentation. (From Table #2 till Table #5).
 - 4.2.3 Confirmation on Technical specifications given in Paragraph 3, Subparagraph 3.1 of Tender Documentation
 - 4.2.4 Certificate of Quality of Goods for each position given in Paragraph 3, Subparagraph 3.1 - Technical Specification of Tender Documentation.
 - 4.2.5. Information on requirement of advance payment (at most 20% of the value of the agreement). In case of non-submitting such requirement, it will be believed that the bidder does not require advance payment and the advance payment will not be considered in the agreement.
 - 4.2.6. Information about terms of delivery
 - 4.2.7 Information whether the Bidder is VAT payer (applicable only if the bidder company is registered in Georgia)
 - 4.2.8. Requisites of the bidder: address, identification code, bank requisites, phone or/and fax numbers.
 - 4.2.9. Information about exact warranty period (at least 4 years from delivery).
 - 4.2.10. If requested, the Contract value could be in foreign currency (USD/EUR) according to the official exchange rate against GEL, established by the National Bank of Georgia on the day of electronic trading. Such request should be stated in the Bidding Documents.
- 4.3.
 - a. Nonresident Bidders - GOODS have to be delivered on DAP Georgia, Georgia, ,Incoterms 2010 conditions according to the Technical Requirements of the Bidding documents.
 - b. Resident Bidders - GOODS have to be supplied on DDP Georgia, Georgia, Incoterms 2010 conditions according to the Technical Requirements of the Bidding documents.
- 4.4. The means and procedures of demand of additional information and explanation regarding the tender documentation shall be defined in line with the article 6 of the procedure approved by the Order No.9 of the Chairman of the State Procurement Agency, as of April 7, 2011;
- 4.5. **All the mandatory documents shall be submitted in Georgian Language (Documents in Foreign Currency should be accompanied with Georgian translation duly certified by Notary public).**
- 4.6. The bidder shall have the right to submit only one bid;
- 4.7. Alternative tender bid shall not be allowed.
- 4.8. **Performance bond, bank guarantee shall be applied in the Agreement in the amount of 2% of its total price, which should be provided prior to execution of the Agreement. Its validity shall exceed the validity of the Agreement for 30 (thirty) calendar days. However in case if the lowest Bidder's final price is 20% or more lower than procurement Estimated cost, the performance bond, bank guarantee shall be applied (demanded) in the Agreement in the amount of 5% of its total price.**
- 4.9 In case as discrepancy between Georgian and Foreign wording, the text written in the Georgian language shall prevail.

5. Contact Details

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

Sofio Basiladze - Tel: +995 598 90 44 66, E-mail: sopho.basiladze@gse.com.ge

Giorgi Tatilashvili - T: +995 577 77 99 99, E-mail: giorgi.tatilashvili@gse.com.ge

6. Draft Agreement No.____ on Procurement of the Goods

Tbilisi

_____, 2016

I. Parties

- 1.1. The present agreement hereof is made on _____, 2016, by and between JSC “Georgian State Electrosystem”, represented by _____ (hereinafter referred to as the Purchaser), on one hand, and _____ (hereinafter referred to as the Supplier), represented by _____, on the other hand, acting on the basis of the charter of the company and in accordance with the applicable legislation.

II. Subject to the Agreement

- 2.1. The Supplier shall be liable to deliver Goods to the Purchaser (CPV code: 31300000 in accordance with the Annex No.1 (price list) and the Annex No.2 (Technical Requirements).
- 2.2. The Annex No.1 and the Annex No.2 are the integral parts of the Agreement hereof.

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

- 3.1. The total value of the Goods is defined in accordance with the Annex No.1 (price list) hereunder and amounts to --- (---) GEL, --- VAT (hereinafter referred to as the “Value of the Agreement”).
- 3.2. Settlement shall be carried out according to actually delivered Goods within the period of 10 (Ten) working days after signing of the delivery-acceptance certificate and submission of the appropriate documentation -----.
- 3.3. If advance payment is required by the Supplier, the Purchaser shall pay to the Supplier the advance amount (at most 20% of the value of the Agreement) in case of submission of the bank guarantee for the appropriate amount by the Supplier, within 5 (five) business days after submission of the bank guarantee
- In case of resident Supplier, the bank guarantee shall be submitted from the bank licensed in Georgia. Validity of the bank guarantee shall exceed the validity of the agreement for at least 30 calendar days.
 - A non-resident Supplier shall submit the bank guarantee confirmed by JSC “Bank of Georgia” (bank code: BAGAGE22). Validity of the bank guarantee shall exceed the validity of the agreement for at least 30 calendar days. The form of the bank guarantee is uploaded in the State Procurement Electronic System together with the bidding documents.
- 3.4. The amount paid in advance shall be considered during final settlement.
- 3.5 Settlement shall be carried out in GEL, by means of the non-cash settlement (via bank transfer).

Note: If required, the Contract value could be in foreign currency (USD/EUR) according to the official exchange rate against GEL, established by the National Bank of Georgia on the day of electronic trading.

IV. Rights and Liabilities of Parties

- 4.1. The Supplier shall be obliged to deliver Goods (new, unused) to the Purchaser within ____ months from signing the Agreement to the following addresses given in Price List (Annex #1) of this Agreement.
- 4.2. The Supplier shall deliver Goods in accordance with the Annex No.1 (Price list) and the Annex No.2 (Technical Requirements) of this Agreement
- 4.2.1 The Supplier shall submit the Certificates of quality of Goods.
- 4.3 The Purchaser shall take the obligation to:
- 4.3.1 Pay the value of the actually delivered Goods to the Supplier in line with the terms and conditions stipulated hereunder.
- 4.3.2 Inspect the condition of Goods;
- 4.3.3 Notify the Supplier in written about defects detected during acceptance or operation of the Goods .
- 4.4. The Supplier shall be obliged to notify the Supplier in writing regarding all the subcontracts concluded hereunder and to present the copies of the agreement concluded with it.
- 4.5. None of the subcontracts concluded hereunder may release the Supplier from material or other obligations. Final relations between the Purchaser and the Supplier shall be carried out according to the terms and conditions of this Agreement.

V. Warranty

- 5.1. The Supplier warrants that the delivered Goods shall be free from any defect in case of compliance with the performance standards.
- 5.2. In terms of appropriate performance, the warrantee period on delivered Goods is – (–) year after starting operation.
- 5.3. If any defect or discrepancy is revealed during the guarantee period, the Supplier shall be liable to correct the defects at its own expenses, within the period of – (–) business days, if correction is impossible the Supplier is liable to replace the goods within the period of – (–) business days after acceptance of written notification from the Purchaser.

VI. Performance bond

- 6.1. The Purchaser shall use the performance bond, bank guarantee, in the amount of ---% of the price of the Agreement, provided by the Supplier in following cases:
- a) The term of delivery of goods is violated by the Supplier for more than 30 (thirty) calendar days;
 - b) The delivered goods by the Supplier does not comply with the requirements as defined by the Agreement hereof.
- 6.2. In the cases stipulated by the paragraph 6.1 of the Agreement hereof, the Purchaser based on the bank guarantee shall unconditionally and irrevocably receive the entire guaranteed amount (-% of the price of the Agreement).
- 6.3. Application of the performance bond by the Purchaser does not exempt the Supplier from the liabilities stipulated by the Article VII of the Agreement hereof.

VII. Responsibilities of the Parties

- 7.1. In case of delay, incomplete delivery, delivery with defects or non-delivery of the goods due to the fault of the Supplier, the Supplier shall be liable to repay the penalty in amount of 0,1% for each calendar day overdue till the day of the delivery of quality goods or termination date of the Agreement, whichever period occurs earlier.
- 7.2. The penalties defined by the paragraph 7.1 of the Agreement hereof shall be accrued for repayment to the Supplier also in case if: The Supplier will not rectify the shortcomings revealed during the guarantee period of the Agreement or change the goods within the defined term for rectifying deficiencies - from the date of expiration of the defined term for rectifying deficiencies/changing goods till the day of fully rectifying deficiencies or termination date of the Agreement, whichever period occurs earlier.
- 7.3. In case of delay (delayed) of payment by the Purchaser the Supplier may request the Purchaser payment 0,1% of the unpaid amount for each day of delay till the termination date of the Agreement or fully payment day, whichever period occurs earlier.
- 7.4. In case of unilateral non-implementation of the liabilities imposed hereunder, the parties are liable to compensate the caused damage in full according to the rule set by the applicable legislation of Georgia. Compensation of the damage or its demand does not stop accrual of the penalties stipulated by the article hereof
- 7.5. The Purchaser is authorized to deduct (to reduce payment by) accrued penalties and fines envisaged by this article and charged to the Supplier during payment of price of actually delivery goods. This deduction cannot be mentioned as a basis of penalty from the Supplier to the Purchaser according to the paragraph 7.3.

VIII. Control over Implementation of the Agreement

- 8.1. The Purchaser or his representative has the right to implement control over the fulfillment of the Supplier's obligations at any stage of the Agreement.
- 8.2. The Supplier shall be obliged to correct all the defects or faults revealed after such control at its own expense.
- 8.3. The control over implementation of the Agreement by the Purchaser is carried out by ----- of JSC "Georgian State Electrosystem".
- 8.4. The control is carried out through compliance of the quality and delivery terms of the Goods with the terms and the conditions of the Agreement.

IX. Force-Majeure

- 9.1. Suspension of the terms and conditions of the Agreement or any of them due to incurring of the force-majeure circumstances shall not be considered as non-implementation or violation of the terms and conditions of the Agreement hereof and will not cause imposing of the penalty sanctions.
- 9.2. For the purposes of the article hereof, "Force-Majeure" means the circumstances insuperable for the parties and beyond their control or independent from the parties, which are not related to their errors and negligence and which bear the preliminarily unforeseen character. Such circumstances might be caused due to war or natural calamities, epidemic, quarantine, imposing of embargo, etc. For sufficient certificate confirming existence of force-majeure, the parties agree upon to consider the appropriate certificate issued by the Chamber of Commerce and Industry of the relevant country.
- 9.3. In case of incurring of force-majeure circumstances, the contractual party, for which it becomes impossible to implement the undertaken liabilities, shall immediately send to the other party the written notification regarding such circumstances or their reasons. If the party sending the notification does not receive the written response from the other party, such party at its discretion, according to the appropriateness and the own capabilities continues to

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

X. Relations between the Parties

- 10.1. Any official relations between the contractual parties shall be implemented in writing. The written notification, which the party sends to the other in accordance with the Agreement, shall be sent in form of the mail notification or email correspondence by the person authorized for management and/or representation or by people authorized in terms of the Agreement as a contact persons (for email correspondence) . With the purpose to set the immediate and efficient contact, it is possible to send the notifications via e-mail (scanned version of the letter) or fax, with the conditions to deliver the original lately.
- 10.2. The notification enters into force on the day of its receipt by the addressee or the date set for validation of the notification, whichever incurs later.

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

- 11.1. Any modification and/or amendment to the Agreement hereof might be carried out on the basis of the written agreement by and between the parties.
- 11.2. Modification of the terms and conditions of the procurement agreement is inadmissible, if as the result of such modifications the total value of the Agreement increases or the terms and conditions of the Agreement for the procuring entity are deteriorated, except for the cases stipulated by the Article 398 of the Civil Code of Georgia. Besides, the total value of the Agreement shall not increase by more than 10%.
- 11.3. The agreement might be terminated preliminarily in the following cases:
 - 11.3.1. Upon agreement of the parties;
 - 11.3.2. With the statement of one of the parties in case of substantial violation of the terms and conditions of the Agreement hereof by the other party;
- 11.4. The Purchaser may terminate the agreement preliminarily in the following cases:
 - 11.4.1. If it becomes known to the Purchaser that due to the reasons beyond the control of the latter, the Purchaser fails to provide implementation of the liabilities imposed hereof;
 - 11.4.2. In case of bankruptcy of the Supplier;
 - 11.4.3. If it becomes known to the Purchaser that the information submitted by the Supplier is false which is the basis for losing of confidence of the Purchaser.
 - 11.4.4. In other cases as stipulated by the applicable legislation of Georgia.
- 11.5. In the cases indicated in the paragraph 11.4 hereof, the Purchaser is obliged to compensate the value of the actually delivered Goods to the Supplier.

XII. Interfering to Implementation of the Agreement

- 12.1. If during the process of implementation of the Agreement the parties face any impeding circumstances, due to which implementation of the terms and conditions of the Agreement is interfered, such party shall immediately send to the other party the written notification on fact of interfering, its possible duration and the reasons. The party receiving the notification shall communicate own decision made regarding the indicated circumstances to the other party as soon as possible.
- 12.2. In the event if due to interfering to implementation of the terms and conditions of the Agreement the parties agree upon to prolong the term for implementation of the terms and conditions of the agreement, such decision shall be concluded by means of introducing of the modifications into the Agreement.

XIII. Settlement of Dispute

- 13.1. The contractual parties hereby agree upon to refer to all the efforts in order to settle all the disputes and the discrepancies incurred by and between the parties regarding the Agreement or the issues related to the Agreement via amicable negotiations,.
- 13.2. If in the term of 30 (thirty) days after commencement of such negotiations the parties fail to agree upon the disputable issues, any party is entitled to solve the dispute by applying to the Georgian court according to the set rule. The dispute will be settled according Georgian legislation

XIV. Delivery-Acceptance Procedure of Purchase Object

- 14.1. The delivery-acceptance certificates shall be concluded on the actually delivered Goods .
- 14.2. The person(s) defined by the Purchaser according to the subparagraph 8.3 hereunder shall check the compliance of the delivered Goods with the terms and conditions of this Agreement. In case of absence of defect, the delivery-acceptance certificate shall be concluded on the actually delivered Goods .

- 14.3. While acceptance of the Goods , in case of reveal of any fault (defect), the Purchaser shall be liable to notify the Supplier regarding the relevant faults (defects) immediately and in the effective manner in writing.
- 14.4. In case of revealing the faults (defects), the Supplier is liable to correct the defect within the period of – (–) business days at its own expenses, if correction is impossible the Supplier is liable to replace the goods within the period of – (–) business days.
- 14.5. The Goods shall be considered as accepted upon signing of the delivery-acceptance certificate by and between the parties. After signing the delivery-acceptance certificate responsibility for the Goods is transferred to the Purchaser.

XV Validity of the Agreement

- 15.1. This Agreement enters into force upon its signing by the parties.
- 15.2. The validity of this Agreement shall be considered as expired upon fulfillment of the above terms and conditions, nevertheless **no later than** _____ **201-**, and in the part of the warrantee obligations – until the end of the warrantee validity.

XVI. Miscellaneous

- 16.1. The Agreement is drafted in Georgian and/or English language in two copies and each of them bears equal legal force.
- 16.2. In the cases not stipulated hereunder, the parties shall act in accordance with the applicable legislation of Georgia.
- 16.3. The terms and conditions stipulated by the Agreement hereof are binding and obligatory for implementation by the parties and their legal successors and assignees. It is inadmissible to assign the liabilities foreseen by the Agreement hereof to the other party without preliminary written consent by the other party.
- 16.4. The terms and conditions stipulated by the Agreement hereof, Information about the Tool, information submitted to the “Supplier” by the “Purchaser” and/or any other information exchanged between parties during the supply of the services are the confidential information and shall not be disclosed to the other party, except for the cases prescribed by the legislation.
- 16.5. The Agreement hereof is drawn in accordance to the subparagraph (p), paragraph first, article 3 of the Law of Georgia on State Procurement.

XVII. Requisites of the Parties

„The Purchaser”

„The Supplier”

Annex No.1
Price list

Annex No.2
Technical Specification

**7. Annex # 1,
Price List**

Procurement of Conductors and Earth Wire for JSC “Georgian State Electrosystem”

- The Bidder shall fill below table
- The bidding price shall be given in GEL, without VAT
-

Name of the bidder: _____

#	Description of Goods (The Bidder should submit Type or Mark of offered Goods)	Country of Origin/Manufacturer Company	Quantity (Length)	Volume (weight)	Price per Unit (Lari)	Total price (Lari)	Delivery Period of Goods	Place of delivery of Goods
1	2	3	4	5	6	7	8	9
1	Wire ACSR-150/19 or analogue		3,833 km.	2,169 Tons.				Mtskheta. Village Ksani. 500kv. Substation„Ks ani”
2	Wire ACSR -300/67 or analogue		5,800 km.	8 Tons.				Mestia. Village Iphari. 110/10 kv. Substation „Iphari”
3	Wire ACSR -150/34 or analogue		12,500 km.	9,037 Tons.				Zugdidi. Daba Lia. 500 kv. Substation „Jvari”
4	Wire ACSR -185/43 or analogue		1,000 km.	0,907 Tons.				Zugdidi. Daba Lia. 500 kv. Substation „Jvari”
5	Earth Wire C-50 or analogue		16,581 km.	6,931 Tons.				Zugdidi. Daba Lia. 500 kv. Substation „Jvari”
6	Earth Wire C-70 or analogue		4,938 km.	3,096 Tons.				Zugdidi. Daba Lia. 500 kv. Substation „Jvari”
Total price without VAT								

Remark:

- Value of the bid shall include all the expenses.
- Delivery of Goods must be according the Technical Specification.

Signature of bidder: _____

Seal