

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



**Electronic Bidding for Procurement of Design Services for Rehabilitation-
Reconstruction Works of Baghdati-Abastumani Section of Kutaisi (Saghoria)-
Baghdati-Abastumani-Benara Secondary road**

Bidding Documentation

1. Instruction for 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 N7 about the Approval of Procedures and Conditions of State Procurement for Design Service via bidding, dated May 22, 2015, approved by Chairman of the State Procurement Agency.
- 1.2 All documents and information related to bidding shall be submitted in Georgian language. If documents or/and information are submitted in a foreign language, Georgian translations performed in compliance with the established legislation of Georgia should be attached.
- 1.3 In process of examination of technical documentation, the issue of prioritizing between foreign language documents and their Georgian translations is to be decided by Bidding Commission.
- 1.4 All documents or/and information uploaded in Unified Electronic System of state procurement (hereinafter – system) shall be signed or/and sealed (if the seal is available) by the authorized person.
- 1.5 Form and conditions of the Agreement regarding state procurement are presented in bidding documentation, which at the time of conclusion of the Agreement will be specified in compliance with a bid proposal.
- 1.6 Submission of bid proposal is possible only through the system after consent to affidavit conditions, submission of an electronic guarantee and payment of a fee.
- 1.7 Fee in the amount of GEL 50 is destined for submission of bid proposal. To pay of fee is only possible through the electronic system after submission of electronic guarantee and uploading the technical documentation in system.
- 1.8 Since technical documentation is attached to the system, the bidders shall indicate VAT exclusive fee of bid proposal in a relevant field of system, which should not exceed estimated cost of procurement object.
- 1.9 It is impermissible to indicate the price of bid proposal in technical documentation. The bidder, which indicates the price of bid proposal in technical documentation is subject to disqualification.
- 1.10 The bidder does not consider VAT as part of bid proposal price, regardless of whether he/she is a VAT payer or not according to Georgian legislation. If the winner bidder at the time of conclusion of the Agreement is a VAT payer in compliance with Georgian legislation, the amount of VAT of bid proposal will be considered in cost of the Agreement.
- 1.11 Since bid proposal price is indicated and technical documentation is uploaded, the bidder is not authorized to change submitted technical documentation and the price of bid proposal.
- 1.12 The bidder is authorized to submit only one bid proposal.
- 1.13 Alternative proposals will not be considered.
- 1.14 Before the invitation for concluding the Agreement, the bidder is authorized to reject the bid proposal.
- 1.15 For selection of the best bid proposal and for revealing winner, bidding will be conducted in compliance with criteria and their specific weights established by bidding specifications.

2. Statement on Bidding Implementation

Procurement Object:

The Roads Department, an institution under the Ministry of Regional Development and Infrastructure of Georgia, declares Bidding for state procurement **of design service needed for Rehabilitation-Reconstruction Works of Baghdati-Abastumani Section of tKutaisi (Saghoria)-Baghdati- Abastumani-Benara Secondary road**, and invites all interested persons for participation in bidding.

Estimated Cost for Procurement Object:

GEL 3 474 576.00 (Three million, four hundred seventy-four thousand, five hundred and seventy-six) without the VAT.

CPV Code:

71320000 – Engineering-design service

The Source of Funding:

Funds of Georgian state budgets 2016 and 2017.

Procurement Object Provision Timeframe

From signing the Agreement - **12 (twelve) months.**

Calculation of Bid Proposal Price:

- Price of bid proposal should be expressed in national currency – GEL, with taking into account all expenditures by the Supplier regarding provision procurement object, except VAT. The bidder does not consider VAT in bid proposal price, regardless of whether he/she is a VAT payer or not, according to Georgian legislation.
- If winner bidder at the time of conclusion of the Agreement is a VAT payer in compliance with Georgian legislation, amount of VAT of bid proposal will be considered in cost of the Agreement.
- Price of bid proposal should be indicated by bidder only in a relevant field of system.
- At the time of calculating bid price, the bidder is obliged to take into account expenditures necessary for additional service, which amounts to 3% of key design service.
- The bidder is not requested to submit price of bid proposal.
- Form and conditions of the Agreement on state procurement are considered in Agreement design, which is attached to bidding documentation. Conditions of the Agreement design will be defined in compliance with bid proposal of winner bidder.

3. Technical Documentation

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

#	List of technical information/documents to be submitted	
1	Bidder's proposal (requisites)	Appendix N1
2	Information about the candidate person on his/her experience regarding the similar type projects during period between 01.01.2006 and 01.11.2016	Appendix N2
3	Information about qualification and experience of key specialists hired by the candidate person	Appendix N3
4	Personal data of each specialist proposed by the bidder	Appendix N4
5	Preliminary agreement signed with a specialist	Appendix N5
6	Information about the additional service (if necessary, works, that are not included in the main design service)	Appendix N6
7	Information about works to be executed by sub-contractors (If such a thing exists)	Appendix N7

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

3.2.1 For legal entities:

- (1) An extract from the Entrepreneurial Registry;
- (2) A reference about absence of debt to the budget;
- (3) A power of attorney for signature if signing person is not an authorized representative.
- (4) In case of non-resident legal entities, the bidder or its branch is requested to represent additional reference (or references) 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 reference (references) should be verified in compliance with procedures established by legislation (legalized or apostilled) and shall be accompanied by notarized Georgian translation.

3.2.2 For individuals:

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

- 3.3 If there is registered a sequestration/ban or/and tax lien/mortgage right in qualification data submitted by bidder or/and the bidder is registered in Debtor Registry, the Purchaser disqualifies bidder based on d) sub-paragraph of the first paragraph of Article 13 considered in the Procedures and Conditions for State Procurement on the Design Service through Bidding.
- 3.4 A bid proposal submitted by bidder is valid until stage considered in (T), (K) and (Ch) sub-paragraphs of first paragraph of Article 2 under Order N7 of Procedures and Conditions for State Procurement on the Design Service through Bidding, approved by Chairman of the State Procurement Agency, dated May 22, 2015.
- 3.5 The validity period for electronic guarantee is considered as no less than 120 calendar days from approving of the status of "bidding commenced" for bidding. If electronic guarantee is submitted by transferring the amount of 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.

4. Documentation to be Submitted by the Bidder

4.1. Within the framework of technical documentation, the following should be uploaded in system:

4.1.1. The bidder's proposal (requisites) based on appendix N1

4.1.2. Information about the candidate person regarding experience with similar working characteristics, complexity and scope in the period between 01.01.2006 and 01.11.2016 based on appendix N2.

- The candidate person (with the sub-contractor) shall submit at least 10 analogous type projects (Design of building or/and reconstruction or/and modernization or/and rehabilitation works of roads and existing artificial structures on roads in compliance with International standards (AASHTO, EuroCodes, BS and other technical regulations affective in European counties), the cost of which is not less than GEL 30 million) with similar complexity and scope in compliance with each position considered in appendix N2.
- The candidate person shall submit copies of documents confirming concluded agreements and performance of this service according to each analogous position indicated in appendix N2. (*Act of providing service, or/and acceptance of service, or/and reference approved by Purchaser confirming provided service and other documents*).

Note: This request does not include services performed in response to the order by Roads Department

4.1.3. Information about qualifications and experiences of specialists proposed by candidate person based on appendix N3.

- There is recommended for candidate person to hire the key personnel for providing service considered in bidding, according to the table presented below. In addition, they should have working experience in the relevant fields mentioned in the table.

N	Specialist	Professional Experience (Minimal)	Minimal Quantity (person)
1	Roads Engineer (project manager)	15 years (including 5 years international experience as a team leader in projects implemented according to AASHTO, EUROCODE, BS and other technical regulations, affective in European counties)	1
2	Engineer of Roads/Highways	15 years	1
3	Engineer of Bridges	15 years	1
4	Engineer-Geo Technician	10 years	1
5	Hydrologist/Drainage Engineer	10 years	1
6	Engineer of Movement (Roads) Safety	10 years	1

- 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 regarding experience in analogous design projects considered in bidding statement.
- About each specialist proposed by bidder copies of ID cards, relevant education diploma and other additional documents should be uploaded.
- The bidder shall submit the preliminary agreement concluded with key personnel based on appendix N5, according to which if the bidder wins, specialist takes personal responsibility to carry out service considered by bidding, in compliance with his/her competence.

4.1.4. The bidder shall submit design methodology, consistent with Terms of Reference.

4.1.5. The bidder shall submit information about additional service (if necessary, works, that are not included in key design service) based on appendix N6.

- At the time of calculating bid proposal, the bidder is obliged to take into account expenditures for additional service, which amount to 3% of key design service.

4.1.6. Information about works to be performed by sub-contractor (if such a thing exists) based on appendix N7.

- The bidder shall represent information about works of similar characteristics, complexity and scope performed by sub-contractor during the period between 01.01.2006 and 01.11.2016 based on appendix N2. Copies of documents confirming analogous type agreements and performance of this service (Act of providing service, or/and acceptance of provided service, or/and the reference approved by Purchaser confirming provided service).

Note: This request does not include service executed in response to order by Roads Department

- The bidder shall submit information about qualifications and experiences of key personnel of sub-contractor in the form of separate tables, in compliance with specifications considered in 4.1.3 paragraph.
- Submitted information about sub-contractor will be reviewed together with qualification data of candidate person. In addition, portion of sub-contractor shall not be more than **40% of the total number** in order to consider evaluation criteria by bidder.
- Total volume of service to be provided by sub-contractor shall not be more than **40% of the total volume** considered by Agreement.
- Sub-contractor Company shall not be registered in Registry of Non-reliable Entities for Procurement – the **Blacklist**.

4.1.7. If bidder is the representative of foreign enterprise acting in Georgia and uses experience of his/her head office, he/she should submit information considered in sub-paragraphs 4.1.2 and 4.1.3 signed and sealed by both local and head offices, and also appendixes completed appropriately in the forms of **appendix N2, appendix N3, appendix N4 and appendix N5.**

- If bidder is a foreign enterprise or its representation /branch in Georgia, which uses data of the Head Office registered abroad, is authorized to submit notorially certified or apostilled Georgian translation of the foreign contract confirming similar experience, if available. This should include following information on:
 - Contract parties
 - Subject and Cost of the contract
 - Contract conclusion date and validity period
 - Signatures of the parties

4.2. A bank guarantee for ensuring Agreement:

- 4.2.1. A bank guarantee, that will be used in bidding in order to ensure Agreement, represents 5% of the total amount. The guarantee should be submitted from bank institutions licensed by the National Bank of Georgia in national currency – GEL, (or from the bank institution abroad which is insured by the bank institution licensed by the National Bank of Georgia) form of which should be the following: printed on title sheet of institution (blank), signed by authorized person and sealed, according to appendix N8.
- 4.2.2. If final price fixed in the system by Supplier, who won bidding as a result of electronic trade, will be lesser than 20% of estimated cost of procurement, purchasing organization is authorized to request from winner Supplier an Agreement performance guarantee as 10% of total Agreement cost.
- 4.2.3. The validity period for bank guarantee (ensuring Agreement) shall be of 30 calendar days longer than validity period for Agreement.

4.3. Terms of Payment:

- 4.3.1. Total price of bid proposal shall be reflected with taking into account all fee (excluding the VAT) considered by Georgian legislation regarding provision of the object for procurement.
- 4.3.2. Payments will be conducted within the framework of 2016 and 2017 budgets.
- 4.3.3. Procedures and conditions for payment are considered in details by Agreement Design.
- 4.3.4. Payment will be paid by wire transfer in GEL.
- 4.3.5. In case of requests by Supplier preliminary payment may be used (advance).
- 4.3.6. Procedures and conditions of giving advance are considered in details by Agreement Design.

4.4. Additional Information:

- 4.4.1. All documents or/and information submitted by bid proposal shall be in Georgian language and signed by appropriate 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 differences discovered in mentioned documents priority will be given to Georgian translation.
- 4.4.2. The bidder is authorized to submit only one bid proposal. Alternative proposals will not be considered.
- 4.4.3. In case of dispute between documents performed in foreign and Georgian languages, issue of prioritizing between them is to be decided by Bidding Commission.
- 4.4.4. Personnel proposed by participant company are authorized to participate in a proposal submitted by no more than one bidder in order to consider evaluation criteria under this bidding conditions.
- 4.4.5. The bidder is able to receive definitions related to bidding documentation through the relevant question/answer module of Unified Electronic System of state procurement or/and in apparatus of employer organization. Tbilisi, Al.Kazbegi Street, N12, 4th Floor. Contact Persons:

Shalva Djulakidze

Tel: +995 32 37 05 08 (284)

Levan Rostomashvili

Tel: +995 32 37 05 08 (292)

5. Evaluation of Bid Proposal

5.1. Specific weight of total evaluation of bid proposal quality and price:

N	Evaluation Criteria	Percent
1	Specific weight of total evaluation	80%
2	Specific weight of bid proposal price	20%

5.2. Quality evaluation criteria and their specific weights established for revealing of the best bid proposal:

N	Evaluation Criteria	Coefficient	Methodology of Evaluation	Note
1	Experience of personnel in analogous type works in a position of project manager (The key engineering personnel which will provide service considered in this bidding and will be responsible for key technical decisions)	0.4	<ul style="list-style-type: none"> The number of similar type projects considered by bidding statement, which are elaborated by personnel in 1st, 2nd and 3rd positions as indicated in table of paragraph 4.1.3. during the period between 01.01.2006 and 01.11.2016, and in process of elaboration of which they have participated for project manager position. 	A numerable criteria, where priority is given to higher quantity values submitted by bidder.
2	Experience of personnel in analogous type works (The key engineering personnel, which will provide service considered in this bidding and will make key technical decisions)	0.3	<ul style="list-style-type: none"> The number of similar type projects considered by bidding statement, which are elaborated by personnel in 1st, 2nd and 3rd positions as indicated in table of paragraph 4.1.3. during the period between 01.01.2006 and 01.11.2016, and in process of elaboration of which beside the project manager position they have participated for an engineer position. 	A numerable criteria, where priority is given to higher quantity values submitted by bidder.
3	A similar experience performed by bidder (company)¹	0.3	<ul style="list-style-type: none"> The number of similar type projects considered by bidding statement elaborated by bidder (company) during the period between 01.01.2006 and 01.11.2016. 	A numerable criteria, where priority is given to higher quantity values submitted by bidder.

Note:

- The personnel, proposed by Company participating in bidding, are authorized to participate in proposal submitted by only one bidder, in order to consider evaluation criteria described in conditions of foregoing bidding.

6. Technical conditions

¹ **Company** – An individual or entity participating in the contest

Terms of Reference for

Preparation of Alternative Alignment Analysis, if required, and Detailed Design Documentation for Rehabilitation-Reconstruction of Baghdati-Abastumani Road Section

PROJECT BACKGROUND

Baghdati-Abastumani Road Section is part of the Kutasisi-Baghdati-Saitme-Abastumani-Benara Secondary road, which connects Imereti Region with Samtskhe-Javakheti Region. The road starts in Kutaisi passes Baghdati District, Sairme Resort, Abastumani Resort and in Village Benara connects to the Batumi-Akhaltzikhe Road between Adigeni and Akhaltsikhe.

A number of infrastructure projects have been initiated by the Georgian Government to improve the physical as well as the operating climate of the land transport, with the support of international development partners such as the World Bank, EIB, ADB and JICA.

Rehabilitation-Reconstruction of the existing road section and other structures requires traffic capacity expansion, including artificial structures in a difficult topographic and geological conditions without interrupting the traffic flow.

The Government of Georgia is committed to complete the East West Highway Project by 2020. The East -West Highway is a strategic project in the Government's effort of transforming Georgia into a transport and logistics hub for trade between Central Asia and the Far East on the one hand, and Turkey and Europe on the other. Connecting the East-West Highway to the main border crossing points is becoming a critical part of Georgia to enhance its role as a transit country along the Silk Road.

The detailed description of the required services is given below.

OBJECTIVES

The Government of Georgia through its agency, Roads Department of Georgia thus requires consultancy services to carry activity:

Alternative Alignment Analysis (if required) and Detailed Engineering Design of Baghdati-Abastumani Road Section; Thus enables the Employer to announce procurement for construction works of the mentioned section.

ALTERNATIVE ALIGNMENT ANALYSIS

General

Main objective of this assignment is to rehabilitate-reconstruct (if necessary) existing road by examining alternative alignment options (Among them construction of the tunnel can be considered) the and provide the client with the preferred technically safe and economic solution between Baghdati and Abastumani (Approximate length of the road is 60 km) on the basis of a thorough assessment of technical, environmental, economic and social analysis and appraisal.

During the Alternative Alignment Analysis, the Consultant shall consider alternative engineering and environmental solutions in order to determine cost effective solutions for all elements. Design relaxations shall be considered where useful cost savings can be achieved and where safety would not be significantly affected.

The study will examine comparative costs of alternatives and identify the engineering and environmental advantages and disadvantages. Future maintenance requirements shall be considered when comparing alternatives.

The Consultant shall prepare a comprehensive report describing the engineering options (Among them construction of the tunnel can be considered), environmental and social requirements/ constraints, traffic analysis, estimated costs, findings and recommendations for the preferred alignment.

Before submission of the inception report, Consultant, in agreement with RD, shall provide options (directions) for dividing the design documentations into Lots (segments).

Data Collection, if required, during Alternative Alignment Analyses

The Client will provide the Consultant with all available data and existing information pertinent to the services to be rendered by the Consultant within the scope of these Terms of Reference.

The Consultant and his key experts will collect and study topographical, geological, hydrological features of the corridor zone and their effects on the project road alternatives to be examined for choosing the preferred alignment. Additional surveys, investigations and other studies and works can be prepared by the Consultant for enriching his data for optimizing the preparation of the study.

Survey Works, if required, during Alternative Alignment Analyses

The Consultant will deploy the latest air borne and/or satellite technology (LIDAR, Satellite or etc.) for preparing a Digital Elevation Model (DEM) at a scale of 1:2000 covering a large enough strip of land to the consent of the Client, along the zone of potential alternative alignments. The deliverables will include (but not necessarily limited to) horizontal plan at a scale of 1:2000, and longitudinal profile at scales 1:2000h/1:200v, and sections at every 50 m at a scale of 1:200, as well as at specific locations such as bridges, embankment and cut slopes, interchanges, etc.

The consultant will examine different alignment options and will compare and select the most cost effective solution in terms of technical difficulties, rehabilitation-reconstruction cost, social and long-term economic benefits.

Traffic Data and Analyses

The Consultant will determine the type and volume of the existing traffic for the roads by analyzing all existing statistical data, and by conducting and analyzing relevant traffic counts.

Traffic studies will include:

(i) The existing traffic composition, occupancy and traffic volume counts,

The Consultant will identify, describe and quantify existing and potential traffic generating factors in the immediate areas served by the road, or in areas likely to be influenced by its future improvements, based on the economic development of the region, and future needs for road transport.

Based on the analyses, the Consultant will make:

- Detailed annual traffic forecasts for a period of ten years after the completion of the road; and
- More general projections of future traffic for the following 20 years.

The Consultant will measure the current travel time of a car on the existing road and will estimate the expected travel time for each alternative being evaluated.

Design Standards

One of the major concerns of the project is to keep the rehabilitation-reconstruction as well as the maintenance costs of the road at minimum in order to suffice the economic viability of the project. Since higher geometric design standards means higher costs, this implies a reasonable reduction of the standards of the road. Therefore the Consultant is required to evaluate and propose design standards balancing the costs involved.

Cost Estimates, if required, during Alternative Alignment Analyses

Based on the above analyses and findings, the Consultant will provide a preliminary quantities estimate with an accuracy of +/- 10-15% for the proposed road rehabilitation-reconstruction. The principal quantities will include common excavation, sub-base material, base and surfacing materials, numbers and sizes of drainage structures, major bridges and other major structures and miscellaneous items.

Alternative Alignment Analyses, if required

For each alternative alignment, the Consultant will carry out alternative alignment analyses

The Consultant will present the results of the comparison of alternatives in the form of a multi-criteria table that will include for each road and for each alternative at least the following information:

- Road length
- Road width
- Pavement structure
- Investment cost
- Resettlement costs
- Environmental costs
- Annualized maintenance costs
- Estimated total traffic at opening
- Travel time for cars
- Population served
- Advantages
- Disadvantages

The Consultant will present the alignment of the existing road and the alignment of each proposed alternatives on Google Earth, providing the client the corresponding Google Earth files (.kmz).

At the end of this phase, the Consultant will present the findings of the alternative alignment analysis to the Roads Department and allow time for the Client to validate the preferred alternative.

PREPARATION OF DETAILED DESIGN

General

After choosing preferred alignment (if any), Consultant shall prepare a detailed engineering design for the rehabilitation-reconstruction of Baghdati-Abastumani Road Section.

The Consultant shall prepare all relevant documents necessary for the approval, tendering and rehabilitation-reconstruction of the works. These documents include, but are not necessarily limited to, detailed drawings, specifications, bill of quantities, cost estimates and traffic management plans.

The Consultant shall carry out the design in accordance with International AASHTO, EC, BS and European design standards and norms. Prior to commencing the detailed design, the Consultant shall establish a set of design criteria and standards to be used and agreed on with the Client.

All aspects of the design shall be described in Design Reports. The reports shall include design criteria, assumptions, methods, models, codes and standards used for the design of each element. Calculations summaries are to be included in the annexes along with all data collected.

The Consultant shall be fully responsible for the accuracy and completeness of the data, designs and documents and shall provide clarifications, as required, during tendering.

Data Collection during Detailed Design

The Consultant shall conduct all topographical, geological, geotechnical, hydrological and other surveys that will be required to carry out the detailed design of this road alignment.

The Consultant shall prepare a plan for the collection of data, including all geological, geotechnical investigations and tests. The schedule shall detail the number of locations and the timing of all investigations. This plan should be included in the Interim Design Report. The Consultant shall revise the plan should the Client consider the scope of the investigations inadequate.

Data collection should pay particular attention to identifying any other potential risks such as landslides and their activity to the timing and quality of the project design.

The Consultant shall provide a minimum of seven days advance written notice to the Client whenever carrying out any tests or investigations. In particular, any programme for borehole drilling should show the number, type, location and projected date of boreholes on each location.

All data collected, including topographical models and material test results, shall be included as annexes to the Design Reports.

Field survey investigations and tests would include, but not be limited to, the ones described below. These requirements constitute the minimum level of data collection to be carried out by the Consultant but may not be taken as limiting the Consultant's obligations.

Topography

The Consultant shall undertake a topographical survey suitable and appropriate for this commission. The survey shall be in such detail as to allow for a full and final design of the project and to allow contractors to set out the works. This includes the establishment of a network of permanent bench marks. Topographic survey of terrain required for preparation of the design shall be developed in absolute UTM coordinate system and must be linked with GEO-CORS bases of National Agency of Public Register of Georgia.

The Consultant will make sure that sufficient data is available regarding topography and that the entire ground is triangulated and contoured. The interval selected must help calculate quantities to the desired accuracy and shall be justified by the Consultant. Full cross-sections extending to an appropriate distance either side of the road centreline and elevations along the centreline of the existing road at appropriate intervals shall be taken. The interval selected shall be justified by the Consultant. A three-dimensional digital terrain model shall be prepared from the survey data.

As part of the Design Report, the Consultant shall submit a topographical survey report to include field note-books, benchmarks locations, setting-out coordinates etc. All survey information should be submitted in digital form using software agreed by the Client.

Geotechnical Investigations

The Consultant shall undertake comprehensive geotechnical and material investigations along the preferred alignment as required for good and cost-effective design. The scope and details of these investigations and testing shall be set out in the plan laying out the data collection methodology, to be submitted with the Interim Report, and shall be agreed upon with the Client.

This will include investigating and evaluating the properties of the existing original ground below the embankment and water table. Common material properties shall be determined (e.g., CBR, Atterberg limits, peak and residual strength and compressibility, moisture-density relationship, natural moisture content and in-situ density, grading, RMR and so on) by carrying out appropriate laboratory and in-situ tests as per AASHTO/BS/EC and standards affective in Europe.

These investigations should consist of drilled boreholes and trial pits through existing ground at sufficient intervals along the preferred alignment as it will be required and necessary based on the geological investigations and accordingly to standards and norms. Each investigation is to be taken down to an appropriate depth sufficient for the design of the relevant earthworks and structures.

The Consultant shall undertake additional subsoil investigations at bridges and culverts which shall consist of boreholes and trial pits to provide all necessary and required geotechnical data for foundation design accordingly norms and standards for design of bridges.

The Consultant must plan for enough boreholes and trial pits (plan to be described in the report laying out the data collection methodology) to provide accurate information relative to the design of all structures.

The Consultant may consider to separate the ground investigation program in two phases consisting of:

- first phase for investigating the ground profile in the locations for earthworks (cut slopes, embankments) and structures (bridges), and
- Second phase for investigating the final locations of bridge piers and artificial structures following consultation with the Client.

The investigations, logging and testing shall be carried out in accordance with recognised good international practice using relevant codes and Standards, such as BS1377, BS 5930+A2 (2010) and EC 7 which shall be subject to the approval by the Client before adoption. GOST or SNIP standards should not be used in any of the descriptions or laboratory analysis.

In the sections where because of the complicated terrain would be impossible arrangement of above mentioned boreholes, the consultant have to conduct geological investigation of the road route using the pits, visual inspection and fund materials.

The Consultant shall also assess the geo-morphological and hydro-geological characteristics along each road, identify potential critical areas in terms of soil erosion, slope failure, landslides, other geo-hazards and seismic risks, and determine the requirements and costs of appropriate slope stabilization and erosion protection measures.

The Consultant shall prepare a factual and an interpretive report on the geotechnical investigations and testing. These reports shall be submitted separately to the Client in addition to being appended to the Interim Design Report.

Quarries and borrow pits

The Consultant shall investigate existing quarries and borrow pits and search for suitable materials for the construction of embankments, replacement of unsuitable subgrade soil, sub-base, base, concrete and asphalt. The Consultant shall also thoroughly investigate potential unexploited sources of materials near the roads. The objective of the materials survey will be to minimize haulage distances from quarries and borrow pits to the construction sites.

The Consultant will assess the local capacity to produce adequate material for the different phases of the rehabilitation-reconstruction and based on this assessment make recommendations to use existing quarries and/ or to open new quarries. A quarry and borrow pit location plan shall be provided by the Consultant.

Hydrology

The Consultant shall examine scour, erosion, drainage and flood characteristics along the road and ensure that the survey covers all aspects related to design, environmental and hydrological matters.

Detailed Design

The detailed design for which will include, but not necessarily be limited to:

Geometric design

The deliverables will include horizontal plan at a scale of 1:1000, and longitudinal profile drawings at scales 1:1000h/1:100v showing existing roads, tracks, rivers, ground levels/vertical alignment of the existing lane, formation and design levels, gradient, radius, etc. and 1:500/1:50 for the interchanges. The geometric elements of the sections will be based on computerized techniques. The geometric design elements for horizontal and vertical alignment will take into consideration the existing road. Basic design rules like optimum correspondence between the horizontal and vertical alignment, clearance for drainage structures etc. will be considered as well as hydrological study findings, geotechnical and environmental constraints and structural aspects. The design will incorporate safety features in the geometric design, road markings, crash barriers, guardrails, etc. Cross-sections will be drawn at 20 metre intervals at the scale of 1:100. The drawings will show cut and fills, side drains, pavement, camber, super elevation, erosion protection etc. Interchanges, temporary connections to the existing road network will also be designed in consultation with the RD. Particular attention will be required in optimising geometric design in landslide areas with cost effective measures.

Pavement design

For the designs of pavement the Consultant shall consider two alternatives: i) asphalt pavement and ii) concrete pavement. A 20-year performance period will be taken into account with proper consideration to local conditions (e.g. floods, high rainfall, winter condition, etc.) in addition to RD requirements and appropriate life cycle analysis. If insufficient guidance is available, the Consultant shall follow the guidelines given in the latest series of American Association of States Highway and Transportation Officials (AASHTO) Guides, EC, BS or other European practiced standards for design of road pavement structures in similar environment.

Drainage and culverts

The Consultant shall ensure adequate surface and sub-surface drainage to the pavements considering local precipitation and water table levels. Drainage includes both cross and longitudinal drainage facilities to ensure safe and fast disposal of free draining water from the pavement. In built up areas special consideration should be made regarding covered/open channels appropriately designed for draining out both surface and sub-surface water. The drainage design should include detail plan showing both vertical and horizontal placements of drains, culverts, out falls, turn outs, specialized drainage

layers if any and all other provisions for all sections with special attention to road intersections and built up areas. AASHTO, EC, BS and other European standards for drainage design should be consulted where necessary

Detailed design of bridges, tunnels and structures

When designing bridges, culverts and structures, the Consultant will suggest adopting loading and design standards in accordance with current Georgian standards, AASHTO, EC, BS and generally accepted European practices. The Consultant will undertake detailed design of all bridges, culverts and structures and prepare detail drawings. Consultant shall provide Comparison of Bridge Types by Superstructure by considering factors including economy, availability of the local construction materials and construction methods. The Detail Design for the Bridges will be submitted together with relevant engineering calculations, considering the foundations and piers, as well as for whole bridge.

For the designs of pavement in the tunnels, the Consultant shall consider concrete pavement type for fireproof reasons and safety in the tunnels.

Safety aspects in tunnels must be taken into account in all design phases. When taking all the decisions at the tunnel design stage all the circumstances shall be taken into account, such as construction methods, what techniques to adopt, technical systems (lighting, ventilation, traffic control equipment, among them for over heighted and overloaded vehicles and etc.) and operating procedures. In studying tunnel alternatives special attention must be given to prior geological and geotechnical studies; these entail surface observations, surveys, borings, assays, and laboratory tests to determine the various types of soil present, their characteristic and their stratigraphic and tectonic relationships.

Particular attention must be given to the tunnel portal areas as well as to unstable or landslide zones and other areas affected by seismic action.

Road equipment

Traffic signs, road markings, culverts, pedestrian and animal crossings, road equipment and safety devices shall be fully designed and shown on the drawings.

Temporary Works and Diversions

The Consultant shall include in the design any temporary works and/or diversions that are needed during the construction period for each road section. All temporary works or diversion should be designed to cater for the uninterrupted flow of traffic for the period concerned.

Resettlement Action Plan (RAP)

Introduction

The Consultant shall identify, through the preliminary study, expected impact and potential need for reimbursement compensations within the project and, if necessary, prepare detailed Resettlement Action Plan in accordance with Georgian law and the Resettlement Safeguard Policy of international donor organizations.

The Consultant shall carry out the relevant surveys for land acquisition and upgrading the Resettlement Action Plan in accordance with stages described below:

Stage 1

Analyze information obtained by the consultant within the scope of feasibility study and develop study/survey approaches in terms of resettlement.

Stage 2

Carry out detailed measuring works within the affected corridor: identify project affected land plots; verify status of land parcels (registered in Public Registry; unregistered legalizable; unregistered non-legalizable; state owned and other), Recheck/verify land status and request land status recognition document as with

representatives of local government as well as at National Agency of Public Registry, prepare measurement cadastral drawings and dividing drawings in case of partial acquisition of the land. Conduct the first stage registration of impacted land parcels and divide (and register) them according to the original ROW. Already divided and properly registered land parcels shall be provided to the RDMRDI stage by stage. Additionally provide to RDMRDI shape files for state land registration.

Stage 3

Identify/verify project affected land owners/tenures: identification/verification process shall be carried out in close collaboration with the representatives of local government and it should be based on information and materials furnished by them about land owners/tenures.

Stage 4

In the presence and with the participation of identified land owners/tenures, representatives of local government and design organization (confirm with signature) carry out inventory/census of each project affected land parcel and attached buildings/structures (if any) by utilization of preliminary worked out Inventory Form. Prepare measurement drawing for each building/structure. Relevant photo feature (project affected land plot, building/structure, annual and perennial plants of assessed property) for each affected land plot shall be provided. This work have to be carry out by person, which is authorized to carry out such kind of cadastral works. The physical person (individual) have to be authorized and certified as legal entity by National Accreditation Agency (institution) according the current Georgian Law.

Stage 5

Independent IVS licensed valuator (expert-audit) shall process data obtained during field survey/inventory. On-site study/survey of data through field visits and verify/calculate unit price as well as total price for each land category, annual/perennial plants and timber trees, plantings and building/structures. Land shall be assessed based on market prices. During assessment of land parcels calculation of market value have to be based on sales comparison approach. Building/Assets have to be assessed based on „cost approach” methodology.

Stage 6

Prepare draft resettlement action plan (including summary table and annexes developed according to each land parcel), (submit draft resettlement action plan at the end of the fifth month, after signing the contract). Submit draft plan to RDMRDI, incorporate comments and send final plan for approval. The consultant have to conduct correction/verification of the RAP according to changes/incorrectness identified during the land acquisition process (scope of land acquisition and upgrading the Resettlement Action Plan see in **Annex N1**).

Statements

The consultant shall incooperation and share information with the road department, as well as, if necessary with traffic-engineering project organization.

The final resettlement action plan shall include:

- **Summary compensation table (to be included in the calculation of compensation for each plot of land);**
- **Road plan (with full orthophotograph),** which surveyed plots marked on (land plots shall be numbered consecutively, in accordance with the direction of the road);

- Roads buffers, which must be submitted in PDF format and SHP files in SHP format.
- Cadastral drawings for each land owner and inventory forms.

Note:

- **The consultant shall submit resettlement action plan in Georgian and, if necessary in English, printed and electronic copies (3 copies).**
- **The Consultant shall submit Final RAP to the RDMRDI within 6 month after submission of final design report, (RAP implementation period) to ensure correction of the identified changes / inaccuracies, and if necessary revision of documentation.**

Environmental Impact Assessment

Based on the findings of the Alternative Alignment Analyses, the Consultant shall identify the nature and scale of the potential environmental and social impacts of the road construction and operation and confirm that the proposed works fall under Environmental Category B as defined. The output of the Consultant's work will be an EIA report, including Environmental Management Plan (EMP).

The Consultant's assignment will comprise of the following tasks for preparation of EIA report:

The main objectives of the EIA study are to:

- Identify sensitive environmental, social, and cultural heritage receptors within the corridor, point out risks to the natural and social environment and to the cultural assets associated with the anticipated construction works in this section, and describe their nature and scope;
- Cooperate with the engineers in the process of defining exact alignment of the road with the purpose of integrating environmental, social, and cultural heritage perspectives into the selection of the optimal route;
- Provide a set of detailed mitigation measures aimed at avoiding or decreasing expected negative impacts of construction on the natural, social, and cultural environment, and develop an environmental management matrix including mitigation and monitoring plans;
- Produce an EIA report, including an environmental management matrix, satisfactory to the client;
- Assist the client, as requested, during public consultations on the draft EIA report and through the process of obtaining an environmental permit from the Ministry of Environment and Natural Resources Protection (MoENRP).

The requirements of the Georgian environmental assessment system are set out the laws *On Environmental Impact Permit (2007)*, *Ecological Expertise (2007)*, *On Licenses and Permits (2005)* and others; and guidance is available from the MoENRP. The consultant is responsible for conducting studies and preparing documents necessary to gain approval from MoEPNR - and will be expected to amend documents to address comments from these agencies and others during the approval process. Application for the environmental permit will be prepared, submitted and progressed by the client with the assistance of the consultant.

SCOPE OF THE ASSIGNMENT

key issues environmental and social issues may include:

- Impacts of noise, vibration and air pollution near inhabited areas during construction and operation;
- Risks of uncovering archaeological material during excavation works;
- Risks related to temporary storage and final disposal of construction waste and excess material;
- Risks of soil degradation and erosion from cutting slopes and borrowing construction materials;
- Identify the territories for spoiled soil disposal temporary and constantly storage, according to the Georgian Legislation
- Risks of Landslide;
- Risks of ground water flows;
- Risk of water pollution from construction near rivers and streams;

The EIA will consist of activities that are common to most EIA studies conducted to international standards. These will be carried out as follows:

Collection of Baseline Data

The consultant will collect baseline data describing the existing biophysical environment in the area likely to be affected by the proposed project. Data must be sufficiently robust, detailed and recent to enable impacts to be identified accurately and mitigation to be planned appropriately. Data should be collected on the physical, biological and human (socio-economic and socio-cultural) environments, and should cover individual topics within these fields at an appropriate level of detail. These should include, but not necessarily be limited to, the following:

Physical: geology; topography; soils and land capability; landscape; climate; air quality; noise; surface water; groundwater; seismicity and natural hazards.

Biological: flora and fauna; rare and/or endangered species (Red List species); critical habitats and ecosystems; protected areas, routes of the birds and animal migrations, and etc.

Particular attention should be given to the presence of land plots registered as the State Forest Fund. If the right of the way of the selected alignment of the road section overlaps with the territory of the State Forest Fund, The consultant should prepare:

- i. Cadastral measurement drawing for the relevant plot of the alignment (.shp files);
- ii. According to the effective law, conduct preliminary inventory of timber resources existing at the territory, which should be delisted from the State Forest Fund;
- iii. In accordance with the Georgian legislation, provide relevant information on obtaining a cutting permit for species included in the Red List (if any);
- iv. Prepare Tree Compensation Plan according to the de-listing documentation

Human: population; communities; demographics; employment and socio-economics; land use; land ownership and tenure; infrastructure; transport; public health; cultural heritage; archaeology; minority communities; disadvantaged; gender; recreation; tourism.

Surveys should be conducted to address important gaps in the existing data and to collect up-to-date information on topics and areas where significant negative impacts are expected. The consultant should describe the proposed field work in detail in the inception report. Surveys should include land use and ownership, and archaeology and cultural heritage, so that the consultant may produce maps of these features in the route corridor, to assist in determining impacts. Socio-economic surveys are also likely to be required given the absence of up-to-date information; and the consultant should also collect data on noise, vibration, air quality and other features as necessary. Information on flora and fauna is available

from multiple publications however most of them are issued several decades ago and may not be relied upon without verification through walk-over or other type of field work.

1. Impacts and Mitigation

The detailed EIA studies and/or the particular approach adopted in the designs may reveal different impacts. The consultant should therefore prepare a matrix that is specific to this project, reflecting the results of the EIA and describing the proposed mitigation measures in more detail.

Avoidance of impacts is preferred over mitigation by the client's policy, so the consultant must liaise closely with the team conducting the detailed design to ensure that actions to avoid or mitigate impacts are incorporated into the design where appropriate. The consultant should also ensure that the design team is informed in a timely manner of mitigation measures that need to be included in construction contracts.

2. Analysis of Alternatives

The EIA should include a systematic comparison of the feasible project alternatives (in terms of location, technology, design and operation), including the "no project" scenario. For each alternative this should discuss: the potential impacts; feasibility of mitigation; capital and recurrent costs; suitability under local conditions; and residual impacts on the natural and social environment and on the cultural heritage. Comparisons should be quantified as far as possible, and the analysis should explain what role did the EIA findings play in the selection of the preferred alternative as well as in the identification of the exact alignment of the carriageways.

5 Cost Estimates

EIA report should include an estimated cost for hazard impact mitigation (if any), which should be considered in Bill of Materials. .

6 Environmental Management Matrix

The EIA report should include an environmental management matrix comprising of an Environmental Mitigation Plan and an Environmental Monitoring Plan

Environmental Mitigation Plan should:

- clearly identify what specific potential impacts may various types of works have on the sensitive receptors;
- provide concrete actions prescribed for managing these impacts, including location and timing of these actions;
- provide cost estimates for the main discrete mitigation measures (those that are unlikely to be part of a construction company's corporate policy and will not necessarily be included into general pricing of the contract);
- give measurable criteria for identifying how adequately are the mitigation measures being applied and how effective they are;
- specify responsibility for the implementation of each mitigation activity.

Environmental Monitoring Plan should:

- list out of all prescribed mitigation measures by types of construction activities;

- provide selected criteria of monitoring implementation of mitigation measures;
- specify methods for measuring outcomes of applied mitigation measures (visual, instrumental, survey, etc.);
- identify location and timing/frequency of monitoring mitigation measures by the prescribed criteria;
- give cost estimates of monitoring mitigation measures by the prescribed criteria;
- specify responsibility for tracking each monitoring criterion.

It is essential that the Environmental Mitigation and Monitoring Plans are practical and user-friendly documents. Environmental Mitigation Plan shall be included into tender documents, so that it is available for interested bidders and its requirements are reflected in the submitted bids. Later, the Environmental Mitigation Plan shall be annexed to the contract between the client and the works provider, and adherence to it will become binding term of the contract. The EMP must therefore:

7 Disclosure and Stakeholder Consultation

Disclosure and stakeholder consultation on the draft ESIA report conducted according to national legislation, and are intended to inform stakeholders about the project, its potential impacts and mitigation, and to involve them in a partnership in developing and implementing the project solutions and mitigation measures.

As the project proponent, the client will:

- Organise consultation meetings, including advertising them, inviting participants, arranging the venue and providing presentation equipment;
- Chair each meeting and give an introductory presentation, and chair and participate in discussions as appropriate.
- The consultant will:
- Prepare and deliver an MS Power Point presentation in Georgian at each meeting describing their work;
- Produce summaries of their work in Georgian to be distributed at each meeting;
- Produce a written records of each meeting in Georgian and English languages, noting attendance, stakeholders' affiliations, points raised in discussion and answers given;
- Incorporate an account of the consultation process in the ESIA report, identifying how each point was addressed in the ESIA report and/or engineering design, and providing valid reasons why any points were not addressed.

The Consultant may conduct additional consultations if deemed necessary, and should inform the client in advance if their involvement is required. Small meetings and *ad hoc* discussions on site should not require client's involvement, but contacts like these should be documented and included in the EIA report.

LIAISON

The consultant should liaise with the Roads Department, MoENRP and the engineering design team to the extent necessary as outlined above. The client will facilitate initial contacts with each agency and

should be invited to all subsequent meetings with MoENRP and the Bank so that they have the opportunity to attend.

Liaison with the engineering team is particularly important to ensure that environmental and social issues play the necessary role in influencing the design, and so that the ESIA will contain accurate and appropriately detailed information on the designs. It is important therefore for the environmental and engineering teams to forge a good working relationship.

Communication with the MoENRP is also important both in assisting the process of applying for an Environmental Permit, and in understanding the requirements of the Georgian EIA system, so these contacts should also be given priority.

The EIA report should be structured the way to correspond to those elements of the consultant assignment which are outlined above and follow the following model:

Nontechnical summary;

Introduction;

Legal and Institutional Framework;

Project Description;

EIA Methodology;

Baseline Data;

Expected Impacts and Mitigation Measures;

Analysis of Alternatives;

Environmental Management Matrix; and

References and Annexes.

Draft EIA reports will be reviewed by the client and consultants will address all comments from these agencies in producing the final EIA report. Consultants must also address relevant comments made by stakeholders during consultations and include minutes of consultation meetings and other documents covering consultation process into the final EIA report.

Environmental Management Matrix shall include two tables: environmental mitigation Plan and Environmental Monitoring Plan, as outlined in detail in the present TOR. Both of these tables must cover road construction and operation phases.

Bidding Documents

The Consultant shall prepare Bidding Documents for civil works in accordance with Procurement Policies and Rules. The Bill of Quantities as a part of the Bidding Documents shall include the respective items Draft Bidding Documents shall be submitted together with a Draft Design Report.

The Consultant shall then prepare the Final Bidding Documents incorporating all comments by the Client.

DELIVERABLES

The Consultant will prepare and submit to the Road Department of the Ministry of Regional Development and Infrastructure of Georgia (RD) the following reports:

- a. **Inception Report:** This report will be submitted within 1 Month after commencement of services and shall summarize initial findings and give proposals covering methodologies of the Alternative Alignment Analysis. This report shall also include a Quality Plan for the Consultant's duties as mentioned under the heading 'Quality Management' below.
- b. **Interim Report:** This report will be submitted at the end of 6th month from the commencement of services and summarize the all findings, analyses, results, and recommendations of the study, and will contain all supporting materials and include an executive summary. This shall give proposals covering methodologies of the Alternative Alignment Analysis for Road Section, preliminary conclusions based on the analyses substantially completed, survey results, and will also identify actual and anticipated difficulties and delays in the work, their causes and the remedies proposed to solve them. The Interim Report shall include results of field surveys, studies, investigations and instrumental tests. At the end of this phase, the Consultants will present the findings of the alternative alignment analysis to the Roads Department and allow time for the Client to validate the preferred alternative.
- c. **Draft Report:** This report will be submitted within 10 month from the commencement of services and shall display the services carried out during assignment and will include analyses, findings, results and recommendations of the detailed design, and will also contain all supporting material. It will include a concise executive summary in which the project design standards and cost estimates broken down into local currencies shown clearly. Draft Bidding Documents shall also be submitted together with the Draft Design Report. Draft Design Report shall include, but not limited to pavement design report, detailed designs, drawings, specifications, summaries, explanatory notes, draft Bill of Quantities, cost estimates and RAP impact matrix.
- d. **Final Design Report:** This report will be submitted within 12 month from the commencement of services and shall incorporate all revisions deemed necessary arising from comments received from the Road Department following discussions and agreements in the course of evaluating the draft report and will be submitted to the Client for approval. It shall contain all the findings, analyses, results, and all supporting material. Final Report shall include, but not limited to pavement design report, detailed designs, final drawings, specifications, summaries, explanatory notes, final Bidding Documents and Bill of Quantities, cost estimates and initial RAP.
- e. **Final updated/corrected RAP:** The consultant has to conduct correction/verification of the RAP according to changes/incorrectness identified during the land acquisition process. The Consultant shall provide the above mentioned services during the whole land acquisition process and provide the final RAP after the all corrections/changes will be done and the final RAP will be approved by RDMRDI. Tentative time schedule for this purpose is 6 months after submission of Final Design Report (including final RAP), but for the purpose of updating of RAP consultant is expected to provide very limited amount of staff with respective staff months.

Schedule of Deliverables under the assignment are shown in the table below (From Commencement Date).

Deliverables	No. of copies	Language	Submission Deadline	Stage Price
Inception Report	2	English	within 1 Month after commencement of services	10%
	5	Georgian		
	2	Electronic ENG+GEO (CD) including AutoCAD files as applicable		
Interim Report	2	English		30%
	5	Georgian		

	2	Electronic ENG+GEO (CD) including AutoCAD files as applicable	within 6 Month after commencement of services	
Draft Design Report	2	English	within 10 Month after commencement of services	30%
	5	Georgian		
	2	Electronic ENG+GEO (CD) including AutoCAD files as applicable		
Final Design Report	10	English	within 12 Month after commencement of services	25%
	10	Georgian		
	2	Electronic ENG+GEO (CD) including AutoCAD files as applicable		
Final updated/corrected RAP	3	English	Within 180 days after submission of Final Design Report	5%
	3	Georgian		
	2	Electronic ENG+GEO (CD) including AutoCAD files as applicable		

Note: In April and May 2017, the Contractor shall submit detailed design documentation (including working versions of inception, interim and final reports) to the Client on the segments of design section, where conducting the relevant works will be possible during the winter period.

This division into sections shall be agreed with the Client prior to submission of the interim report.

Documents produced by the Consultant as part of these services will be subject for the review and approval of Road Department and external organizations/experts. The estimated time for revision and issuing the comments on submitted reports is:

- **Inception Report** – 10 calendar days
- **Interim Report** – 10 calendar days.
- **Draft Design Report** – 15 calendar days.
- **Final Design Report** – 15 calendar days.

PROJECT ADMINISTRATION

OBLIGATIONS OF THE CLIENT AND CONSULTANT

Client's Obligations

The Client will provide all relevant information in their possession to the Consultant free of charge, but all responsibility for missing data provided by Client lies solely with Consultant.

The Client will provide the Consultants with all available data and reports relevant to the study as a set of documents.

Consultant's Obligations

The Consultant will properly review and analyze all information, data and reports obtained from the Client in the execution of the services. The consultant will be responsible for analyses, interpretation, and conclusion made from the data and information provided by the client. All such information, data, and reports will be treated as confidential and returned to the Client upon completion of the assignment. The responsibility for the correctness of using such data will rest with the Consultant.

The Consultant will be responsible for arranging for all necessary office and living accommodation, transportation, equipment and supplies, surveys, investigations, materials testing, secretarial services, related to the performance of the works at their cost. The Consultant will be responsible for the printing of all reports, drawings, maps, etc.

The Consultant will provide the maps, plans and all drawings with final bidding documents both in hard (except Bidding Documents) and electronic copies in CD ROMs and in acceptable (Editable and PDF) electronic format.

All reports and documents relevant to the project, maps, aerial photos, 3D visuals, field survey notes, computer programs and electronic data, etc. produced by the Consultant in the course of the execution of the work will become the sole property of the Client.

The consultant is expected to cooperate and exchange information with other consultants and staff authorized by the RD as required.

QUALITY MANAGEMENT

Prior to undertaking any tasks under this assignment, the Consultant shall prepare a Quality Plan for the Consultant's duties. The plan is to be included in the Inception Report and cover:

- designation of the Consultant's key personnel and their responsibilities;
- details of any sub-consultancies or specialists to be employed;
- list of quality procedures to be followed;
- programme of work and arrangements for monitoring progress;
- technical review procedures;
- document control procedures.

SUBMITTALS, APPROVALS AND CLARIFICATIONS

All reports to be prepared by the Consultant and submitted to the Client will be in English and Georgian languages prepared on A4, A3 and A1 metric size papers. All reports will be submitted as 2 hard copies in English language and 2 hard copies in Georgian language, and two soft copies in CD ROM format for each language. The consultant will discuss and get approval of the software format used to prepare the soft copies for drawings to ensure compatibility with available software in the Client's establishment.

Documents produced by the Consultant as part of these services will be subject to the review and approval of various divisions of Road Department and external organizations. The estimated time for revision and issuing the comments on submitted reports is about ten calendar days for each report (Detailed breakdown of time period for revision of each report is defined in Deliverables section.). Documents to be reviewed will include, but not necessarily be limited to, the geotechnical investigation reports and data, designs, and tender documents. The approval process will be managed by RD, but the Consultant shall assist the Client in obtaining approvals by preparing all supplementary reports, calculations, copies of drawings and explanations necessary. The Consultant shall also assist the Client in responding to request for clarifications from prospective bidders during the bidding process.

CONSULTATIONS AND MEETINGS

Progress meetings between the Consultant and the Client shall be held twice per month. The agenda for the meetings and the minutes shall be prepared by the Consultant. The Consultant shall present a brief progress report at each progress meeting.

Minutes of meetings shall be submitted no later than three working days after the meeting for the agreement of Client. The minutes shall include an abbreviated action list with assigned responsibilities.

THE TOTAL DURATION OF ASSIGNMENT

The total duration of assignment is 12 months, including the time required for the Client to review and approve the reports (Around ten calendar days for each report). Plus 6 months period after submission of Final Design Report (including final RAP), for the purpose of updating/correcting of RAP.

TEAM COMPOSITION AND QUALIFICATION REQUIREMENTS

The Consultants must at a minimum, but not limited to, provide the expertise described below and submit Curriculum Vitae for each Key Staff Expert. It is desirable that the proposed team (including Key as well as non-key experts) possess joint working experience and have undertaken similar assignments together as one team.

1. **Team Leader**
2. **Senior Highway Engineer:**
3. **Senior Geotechnical Engineer:**
4. **Senior Hydrological/Drainage Engineer**
5. **Senior Road Safety Engineer;**
6. **Senior Bridge Engineer;**

In addition to the key staff the Consultant will be expected to propose the following non-key staff experts:

Environmental Expert and Ecologist

Senior Resettlement Specialist (local)

The above represents the minimum team requirements that the Consultant will be expected to mobilize during the commission. In addition to the minimum required team of key and non-key experts mentioned above, the Consultant shall assess and provide a support team with the necessary local experts (e.g. Resident Project Coordinator, Topography Specialist, Seismologist, Highway, Geotechnical, Hydrological/Drainage and Bridge Engineers, etc.), technical and administrative personnel. The services provided by the Consultant shall be undertaken in Georgia.

WORKING LANGUAGE

Working languages will be English and Georgian.

Agreement on State Procurement

Contest CNT_____

(Project)

A final version of the Agreement conditions may be defined and updated in process of signing the Agreement with winner bidder.

The Roads Department of Georgia – an institution under the Ministry of Regional Development and Infrastructure of Georgia - represented by its Deputy Chairman Maia Kaliashvili, hereinafter referred to as the Purchaser, of the one part, and a limited liability company ----- represented by its Director -----, hereinafter referred to as the Supplier, of the other part, based on 16th article of the Law of Georgia on State Procurement and Electronic Bidding (SPA160014954) declared by Unified Electronic System of procurement, have decided to conclude this Agreement on the following:

1. Subject of the Agreement

1.1 Subject of this Agreement is providing service of _____ by Supplier (CPV _____) – hereinafter referred to as Service.

2. Cost and Payment Procedure

2.1 Total cost of the Agreement, considering Value Added Tax established by Georgian legislation amounts to GEL -----.

2.2 Unit cost of service envisaged by this Agreement are provided under appendix N_.

2.3 Parties carry out payments in Georgian national currency, requisites for payment are envisaged by this Agreement, in form of cashless payments.

2.4 The Supplier of payment will submit to the Purchaser completed design and cost estimation documents, based on Agreement and in accordance with term for providing service considered by Terms of Reference issued for creation of project documentation needed for works at each stage.

2.5 After analysis of documentation submitted by the Purchaser, and if necessary, after examining of project on Technical Council and obtaining positive recommendation, a bilateral Delivery-Acceptance Act (the relevant VAT invoice shall be submitted) shall be drawn up on interim or/and completed design service, based on which the Purchaser will compensate the Supplier for its provision of service on specific stage within 10 days from registration of Delivery-Acceptance Act and from submission of VAT invoice.

2.6 After the review and issuance of positive recommendation of completed project documentation considered by paragraph 2.5 of this article, if necessary, the Purchaser is authorized to request from the Supplier (at the expense of the Supplier) submission of examination report on completed project documentation – issued by entity of public law Levan Samkharauli National Forensics Bureau or by other accredited entity, in accordance with the following rule:

2.6.1 In this case, registration of bilateral Delivery-Acceptance Act for completed design service will take place after submission of positive examination report, based on which the Purchaser will compensate the Supplier for provided service within 10 days from registration of bilateral Delivery-Acceptance Act and submission of VAT invoice.

2.7 At the time of making payment, the Supplier is obliged to submit to the Purchaser complete and total cost (with taking into account the VAT and other taxes) of actually provided service.

2.8 Payment is carried out on the basis of Delivery-Acceptance Act (an act of service volumes provided actually) and of registered VAT invoice.

2.9 If required, the Supplier will provide an author's supervision service at its own expense in time considered by paragraphs 2.18 and 2.19 of this Agreement, despite timeframe for design service considered in this Agreement.

2.10 In case of necessity, the Supplier is authorized to submit preliminary written request to the Purchaser regarding advance, if the Supplier is not registered in Debtor Registry, and if the Supplier is not subject of registered tax lien or/and sequestration. The Supplier shall submit appropriate documents confirming absence of abovementioned obligations.

2.11 Regardless of relevant written request, the Purchaser is entitled not to satisfy a request regarding issuance of advance.

2.12 If the Purchaser made a positive decision related to making advance, the Supplier shall submit an unconditional bank guarantee issued by bank institution, which shall be valid until deduction of advance to be issued.

2.13 Amount of advance to be issued to the Supplier is considered as **no more than 20%** of total cost of the Agreement.

2.14 Mentioned amount of money will be used by the Supplier only in order to provide service considered in this Contract. Deduction of advance issued by the Purchaser will occur in accordance with the following rule:

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

Where:

Z – The money amount to be deducted in the reporting period;

A – Represents the amount of transferred advance;

X – Represents the ration of works performed in the reporting period to initial contractual cost, expressed in percentage.

These figures are no more than 70%;

- 2.15 The Purchaser is entitled to activate bank guarantee for ensuring advance if the Supplier violates 2.12 paragraph of the Agreement or/and in case of termination of the Agreement, if at the moment of termination the Supplier did not make deductions of issued advance or of part of it.
- 2.16 Transfer of amount considered by advance will be carried out in the form of cashless payment, based on submission of an unconditional bank guarantee by Supplier.
- 2.17 If cost of service provided by the Supplier is not equal to cost considered by the Agreement due to specific circumstances, the Purchaser shall compensate the Supplier for its actually provided service in accordance with prices (percentages) envisaged by the Agreement. Based on the above, the Supplier shall have no claim about performance and payment for untapped volume of service.
- 2.18 For protecting quality of submitted design and cost estimating documentation, within the framework of this Agreement, the Purchaser will deduct 10% of design service cost on object, the Supplier will receive the mentioned amount after 1 (one) years (guarantee period) from delivery and acceptance of design and cost estimation documentation for object, except for the case when the Purchaser carries out commencement of works considered by design and cost estimation documentation in this period.
- 2.19 If works, based on design and cost estimation documentation formulated within the framework of this Agreement, are started within guarantee period (during 1 (one) years), the amount of money, deducted for protecting quality, will be returned after completion of works considered in design and cost estimation documentation and after registration of relevant Delivery-Acceptance Act, proportionally to the cost deducted from provided design service on object.
- 2.20 If any defects or deficiencies are disclosed in design documentation during implementation of works within guarantee period, the Supplier shall eliminate them on his own expense. If the Supplier fails to eliminate the mentioned defects, the Purchaser is authorized not to compensate the Supplier for the amount deducted within design service on object proportionally to the cost of revealed deficiency. Thereby, if the amount deducted for protection of quality is not sufficient, the Purchaser is authorized to apply measures established by Georgian legislation.
- 2.21 If existence of design defects or deficiencies, caused by the Supplier, disclosed in implementation process of works considered in design documentation, is more than cost of unpredictable works (established by the relevant Service of the Purchaser or/and independent expert) considered by cost of the Agreement, the Supplier will not return complete amount (10%) deducted for ensuring quality under the Agreement.

3. Compliance with Service

- 3.1 Service considered by first article of the Agreement should be in compliance with norms and rules applicable in Georgia, with already established standards for similar services, technical specifications, and also with conditions envisaged by this Agreement and attached Terms of Reference, which accompanies the Agreement and represents its integral part.
- 3.2 In case of any deviation from conditions mentioned in paragraph 3.1, the Purchaser is authorized to refuse service or/and apply liability measures established by this Agreement and legislation of Georgia.
- 3.3 Service considered by this Agreement shall be provided after conclusion of the Agreement according to the time period specified in paragraph 5.1.2 of Article 5 of this Agreement.

4. Service Delivery-Acceptance Procedures

- 4.1 After analysis of completed documentation submitted by the Supplier (drawings, cost estimation, technical reports and other documentation), and if necessary, after review of project by Technical Board and obtaining positive recommendation (but no later than 10 working days after the submission of completed documentation by the Supplier), the Purchaser will accept submitted design documentation, whereof bilateral Delivery-Acceptance Act is prepared, which considers performance of assignment and total amount to be provided.
- 4.2 In case of revealing necessity of examination report considered in paragraph 2.6 of this Agreement, the bilateral Delivery-Acceptance Act of completed design service shall be signed after submission of examination report.
- 4.3 Service to be purchased will be assumed to be accepted only after signing of Delivery-Acceptance Act.
- 4.4 During implementation period of ongoing works based on design documentation, the Supplier ensures elimination of any defects or deficiencies disclosed as a result of verification or/and examination report at his own expense in mutually reasonable timeframe.
- 4.5 If the results of provided/providing service inspection are negative, the Purchaser is entitled not to receive and not to compensate for service to be procured or its part (stage).
- 4.6 The place for receiving rendered service and final verification is location of Purchaser or/and, if necessary, section of coastal zones to be designed. The Purchaser checks volume and quality of service rendered by the Supplier.
- 4.7 The Purchaser reserves the right, within the framework of object considered in cost of the Agreement and Terms of reference, to order to the Supplier any additional service mentioned in Terms of Reference.

5. Rights and Obligations of the Parties

5.1 The Supplier shall:

- 5.1.1 In process of implementation, follow the rules and conditions established by 3.1 paragraph of this Agreement.
- 5.1.2 Implement complete provision of service considered by the Agreement within 12 calendar month from signing the Agreement;
- 5.1.3 If necessary, shall submit examination report on completed design documentation, issued by entity of public law - Levan Samkharauli National Forensics Bureau or by other accredited entity – 120 calendar days;
- 5.1.4 Ensure submission of completed design documentation in accordance with date considered by Terms of Reference;
- 5.1.5 The Supplier is obliged to provide service properly, in compliance with Agreement conditions, Terms of Reference, technical specifications of service, and also Terms of Reference issued for creation of design documentation necessary for works on object;
- 5.1.6 If necessary, carry out additional service considered in cost of the Agreement and Terms of Reference in compliance with **appendix N_**.
- 5.1.7 In case of request from the Purchaser, the Supplier is obliged to submit information regarding provided service or/and service to be provide.
- 5.1.8 Immediate elimination of all defect or defects revealed by the inspection under this agreement at its own expense;
- 5.1.9 During implementation of works considered by design documentation, if necessary, give consultation without additional compensation regarding additional works raised in process of implementation of works or/and reasonability of implementation of design modification.
- 5.1.10 Indicate complete and total cost of actually provided service in payment documentation;
- 5.1.11 Inform the Purchaser about expected reorganization or liquidation of his/her organization, also about other circumstances which may be prevent performance of obligations considered by this Agreement.
- 5.1.12 If project considers real estate appraisal, the candidature of appraiser expert (certified) shall be agreed with the Purchaser and real estate appraisal document shall be submitted with signatures of the Supplier and appraisal expert.
- 5.1.13 Represent design documentation with signatures of the Supplier and key specialist (engineer-technical personnel, technical decision maker).
- 5.1.14 During implementation of works considered by design documentation, if necessary, give consultation without additional compensation regarding additional works raised in process of implementation of works or/and reasonability of implementation of design modification.

5.2 The Purchaser shall:

- 5.2.1 Compensate the Supplier for rendered service without interruption and in compliance with conditions and dates considered in this Agreement.
- 5.2.2 Review submitted documentation within 10 working days from submission of complete design documentation by the Supplier, and if necessary, address issue to Technical Board.
- 5.3 Modifications in dates for drawing up the design documentation necessary for works on object, considered by Terms of Reference, is allowed only on basis of mutual agreement between the Purchaser and the Supplier.
- 5.4 The Purchaser and the Supplier will jointly review the issues of progress of service to be provided for drawing up design documentation necessary for works on object and amend it with relevant changes.
- 5.5 None of the Parties is entitled to make modifications in timeframe considered by issued Terms of Reference for provision service and drawing up design documentation necessary for works on object without agreement with other Party. The modifications in dates is only allowed on basis of the agreement between Parties.
- 5.6 If Terms of Reference about providing service is issued by the Purchaser at the end of Agreement term due to necessity and for this reason, the Supplier fails to fulfill mentioned assignment in timeframe considered by the Agreement, the Supplier, by consent of the Purchaser, will continue provision of service despite expiration of the Agreement until the completion of mentioned Terms of Reference, and the Purchaser will compensate the Supplier for expenditures in compliance with cost estimation timeframe established by the Agreement. In this case, the Purchaser and the Supplier will sign appendix agreement of this Agreement considering new timeframe for provision of service.

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 impact of superior power (natural disaster, epidemic, war, quarantine, embargo imposed on goods, sharp decline of budgetary allocations, social instability, changes in legislation and etc.), that was beyond the capabilities of Parties to avoid or foreseen them. An event caused by superior power refers to the event, origins and development of which are uncontrollable for the Parties (Force-majeure).
- 6.2 The Party, which asserts Force-majeure as an excuse for failure to fulfill obligations, shall immediately notify the second Party in a written form regarding such events and period necessary for elimination them. Otherwise, the Party is not

released from responsibilities caused by failure to execute its contractual obligation partially or fully. In addition, in case of request by other Party document confirming existence of Force-majeure events and evidence that event prevented the first Party to execute its contractual obligations shall be submitted.

7. Responsibility

7.1 In case of failure to fulfill or incomplete fulfillment of the contractual requirements, including within guarantee period (delay in providing of design services, submitting incomplete design documentation, breaching conditions for hiring subcontractor and etc.) the supplier shall be charged, in the form of penalty, with 3% (three percent) of the service cost for preparation of design documentation and cost estimations for each particular site, but no less than 1 000.00 (thousand) GEL.

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

7.3 If the total amount of penalty imposed on the supplier for default of the contract does exceed 5% of the total cost of contract, the second party is entitled to terminate the contract unilaterally.

8. Contract performance guarantee

8.1 In order to ensure the execution of the contract, the supplier shall submit to the purchaser an unconditional bank guarantee of the bank institution, with more than 30 calendar days of validity period. An amount of guaranteed money is considered as 5% of the contract cost. The guarantee shall be unconditional and allowing the purchaser to receive appropriate amount of money from the guarantor institution on the very first request without any substantiation.

8.2 An unconditional bank guarantee for ensuring the execution of the contract, submitted by the supplier, shall be used by the purchaser to compensate for any damage caused in case of failure to fulfill or incomplete fulfillment of contract requirements by the supplier, imposing the penalty by the purchaser or in other cases stipulated by contract.

8.3 After the complete fulfillment of obligations stipulated in contract by the supplier, the purchaser is liable for returning the contract performance guarantee to the supplier.

8.4 If the supplier terminates the contract the purchaser is entitled to activate the total amount of bank guarantee ensuring the execution of the contract.

8.5 If the purchaser terminates the contract unilaterally due default of the contract or incomplete fulfillment of the contractual requirements, the purchaser is entitled to activate the total amount of unconditional bank guarantee ensuring the execution of the contract submitted by the supplier. In this case, the activation of bank guarantee does not release the supplier from the compensation of damages to purchaser.

8.6 If the contract terminates for some reasons independent from the supplier (Force Majeure situations), at the request of supplier, the purchaser is liable for returning the guarantee ensuring the execution of the contract.

8.7 Supplier guarantees that the service provided to the purchaser will be appropriate to the technical conditions, specification of service and conditions of the contract.

9. Termination of the Contract

9.1 If any of the parties of the contract does not fulfill contract requirements, the second party is entitled to make a decision about termination of the whole contract or operation of specific requirements and shall notify to the other party about that in a writing form.

9.2 Termination of specific requirements does not release the second party from fulfilling of other obligations.

9.3 Termination of the contract shall be officially concluded through the amendment.

9.4 In case of disagreements, the parties are entitled to terminate contract with unilateral (written form) means.

9.5 Purchaser is entitled to terminate activation of contract ahead of contract validity period and unilaterally if:

9.5.1 Supplier violates the contract requirements (does not fulfill or fulfils it incompletely);

9.5.2. Cost of road works increase drastically (established by the independent expert or/and purchaser's special service) due to the faultiness of the supplier because of design defects or deficiencies detected during works implementation process stipulated by design documentations;

9.5.3 Bankruptcy case against the supplier is underway (despite the time of its beginning).

9.5.4 Property of supplier is impounded and if this event affects or can influence on the execution of requirements stipulated by contract;

9.5.5 Reorganization of supplier is underway and if this affects or can influence on duly fulfillment of the contract requirements;

9.5.6 Amount of money considered in the contract guarantee is run out and the supplier did not submit the new guarantee;

9.5.7 Amount of penalty imposed on the supplier did exceed the 5% of the total cost of the contract;

9.5.8 Time specified by paragraph 5.1.2 of article 5 of the Contract and considered by Terms of Reference for submitting design documentation is violated again by the supplier.

9.5.9 After the signing of the contract the purchaser was informed that the supplier committed a dishonest action in order to sign a contract.

10. Legal successor and delegation of rights

10.1 Conditions of foregoing contract are liable as for the parties of contract, also as for their legal successors.

10.2 Neither of parties have authorization to delegate their rights and obligations to the third party without written consent by the second party.

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

11. Subcontractors

11.1 During the process of service delivery, changing or hiring of additional subcontractor shall be agreed in advance with the purchaser

11.2 All copies of subcontracts concluded under this contract shall be submitted to the purchaser;

11.3 Amount of the services to be executed by the subcontractor shall not exceed the 40% of the total amount of services.

11.4 Supplier and its subcontractor are liable to select and appoint leading engineer-technical specialists, named in qualification data of supplier and endorsed by the purchaser.

11.5 If necessary, the supplier has the right to hire additional specialist(s) more than the number of leading employed engineer-technical specialists mentioned in the qualification data list.

12. Notification

12.1 According to contract, any notification sent by one party of the contract to another shall have a form of letter, dispatch, telex or fax and shall be submitted the original version to the second party's address, mentioned in the contract.

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

13. Control of Contract Execution

13.1 Purchaser or representative of purchaser have the right to exercise the control on the ongoing execution of the obligations by the supplier, including periodic inspection of the quality of the service, at any stage of the execution of contract and its appendixes. The purchaser organization – the Technical Policy Division of Roads Department is liable for technical inspection and control (monitoring) of delivered services, while the Financial Management Division of the same department is liable for financial monitoring.

13.2 Purchaser is entitled to inspect quality of services at any time during the contract validity.

13.3. Supplier is liable to provide the purchaser, at his own expenses, with the necessary personnel for exercising the control (inspection), the necessary technical means and other working conditions. If the purchaser uses his own or invited staff for control (inspection), the compensation for labor shall be ensured by the purchaser.

13.4 Supplier is responsible to rectify all defects and deficiencies at his own expenses, which are detected as a result of control (inspection).

14. Other Conditions

14.1 Foregoing contract is regulated by Georgian legislation.

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

14.3 If the necessity of changing contract conditions 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 the second party the appropriate substantiate information.

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

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

14.6 prices of the services to be rendered, which are indicated in the bid proposal of the supplier and agreed with the purchaser are the main parameters of the contract and remain so during the whole validity period.

14.7 Any changes in foregoing contract requirements shall be signed through the appendix of contract, which shall be considered as integral part of the contract.

14.8 Disputable issues between the parties are settled through the mutual agreement and negotiations; if parties fail to reach agreement, dispute shall be settled by the Georgian Court according to the Georgian legislation.

14.9 Contract 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 purchaser and one copy by supplier). Any correspondence related to the contract shall be done in Georgian.

14.10 Bid proposal of the supplier (price list, guarantee, technical conditions, list of the services to be provided, and specifications) are attached to the foregoing contract and represents its integral part.

15. Contract Validity Period

15.1 Validity period of the contract is considered from the day of signing and is affective including ----- 2016, which excludes the obligations stipulated in the contract that are not dependent on the validity period of the contract (until the end of guarantee period).

16. Signatories of Parties

Purchaser:

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

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

Identification code: 211 343 982

Bank details: State Treasury, TRESGE22

Account number: #200122900

Signature

Maia Kaliashvili

Place of seal

Supplier:

Appendix N1

Bidder's Proposal

1.	Legal Form and Name of Bidder:	
	Position of Leader, Name and Surname:	
	Legal or/and Actual Address of Bidder:	
	Identification Code:	

	Phone Number of Bidder:	
	Electronic Address:	
	Bank:	
	Bank Code:	
	Account Number:	
2.	Company Registration (Establishment) Date:	
3.	Brief Info about the Company:	

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

Signature of a Leader Proposed by Bidder Participating in Bidding.

_____ place of seal

Appendix N2

Information about Candidate's Design Experience in Similar Type Projects during the Period between 01.01.2006 and 01.11.2016

Name of Bidder: _____

N	Name of Project	Name of Purchaser	Purchaser's Contact Information (Address, Phone Number, E-mail)	Period of Performance	Brief Description of the Project	Note (Compliance with International standards AASHTO, EC, BS)
1						
2						
3						
.						
.						
.						
n						

Signature of a Leader Proposed by Bidder Participating in Bidding

place of seal

Appendix N3

Information about Qualification and Experience of Key Specialists Proposed by Candidate Participating in Procurement

Name of Bidder

N	Name and Surname	Personal Number	Position held within the Project	Working Experience under Similar Projects (year)	Additional Information
---	------------------	-----------------	----------------------------------	--	------------------------

1					
2					
3					
...					
n					

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

Signature of a Leader Proposed by Bidder Participating in Bidding _____
place of seal

Appendix N4

Questionnaire

1. Personal data	
Name, family name of Specialist	
Personal Number:	
Contact information (address, phone, e-mail):	
Position	
Date of birth (date, month, year)	
Citizenship:	
2. Education	
Education (University - starting date – completion date, faculty, specialty, Diploma)	

Certificates (name, dates)	
Trainings (name, starting date – completion date, year)	
Scientific paper (name, year of issuing)	
other (membership of associations, unions and similar societies)	
3. overall professional experience	
working period: Name of the organization or company: contact information (address, phone. email) Position: Main duties and responsibilities:	1
	2
	3 and other
4. Experience in similar design works (to be completed only for specialists nominated on N1, N2 and N3 positions, considered by paragraph 4.1.3 of the terms of reference)	
Project name Project value: Compliance with International standards AASHTO, EC, BS: Implementation period: Implementing company: Contact details of the company (phone and e-mail): Position (e.g. project manager or project engineer): Brief description of the project:	1
	2
	3 and etc.

Signature of the Specialist

Signature of the head of the bidder participating in the bidding

Place of seal

Appendix N5

Advance Agreement

(Draft)

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, uncial 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 signature).

Signature of the Specialist

Signature of the head of the bidder participating in the bidding

Place of seal

Appendix N6

Information about additional services

(If required, works which are not included in the main design services)

Name of additional services	Dimension	unit	quantity
Reproduction of additional copies of design and bidding documentations			
recalculation of cost estimations	from the cost of design works	%	

correction of the design	from the cost of rehabilitation works	%	
translation from Georgian into English and vice versa	page	GEL	
author's supervision on separate sites	from the cost of design works	%	

Note:

Purchaser reserves a right to review adequacy of prices proposed by this table at the stage of selection-evaluation. If the bidder disagrees, submitted technical documentation shall be considered as non-complying with bidding conditions thus results disqualification of the bidder based on the sup-paragraph (b) of the first paragraph of Article 13 of the "Rules and Conditions for State Procurement of Design Services through Contests" approved by the Order No 7 of the Chairman of the State Procurement Agency dated May 22, 2015.

Signature of the head of the bidder participating in the bidding

_____ Place of seal

Appendix N7

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

Name of the Bidder _____

N	Name of the subcontractor	Identification code	contact details of subcontractor (address, phone, e-mail)	name of work items to be performed by subcontractor	portion % of works to be performed by subcontractor
---	---------------------------	---------------------	--	---	---

1					
2					
3					
.					
.					
.					
n					
sum					

Signature of the head of the bidder participating in the bidding

Place of seal

Signature of the head of subcontractor company

Place of seal

Appendix N8

Performance Security Guarantee

(Unconditional bank guarantee)

To: _____

(Name of the purchaser)

Taking into the account, that _____ (Hereinafter “Supplier”)

(Name of the Supplier, identification code)

(Name of the bidding)

According to the submitted bid proposal assumed responsibility to provide Bank Guarantee for performance security in the amount specified by the Contract, 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:

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

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 Contract, 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)