



"Gardabani TPP" LLC

Steam turbine spare parts procurement

Documentation of electronic procedure

Presented documentation is prepared on the basis of "GardabaniTPP" LLC special rule for procurement of goods and services approved by the Resolution # 85 of the Government of Georgia, on February 16, 2018.

Gardabani
2018

1. **Estimated value of the procurement object:** **409 245 GEL excluding VAT;**
2. **Procurement object (technical task):**

Price table - Appendix N1.1

Note:

- The bidder should indicate information about the country of origin and the manufacturer company of the proposed goods in the price list submitted by him. The failure to provide such information will result in bidder's disqualification. Also alternation of manufacturer and manufacturers country of origin proposed on the stage of procurement proposal by the bidder at the technical documentation clarification stage will result disqualification of the bidder.
- The proposed goods must be new and should not be second hand or previously operated;
- The bidder during delivering of goods should submit the document issued by the manufacturing company and / or its official representative, according to which it will be possible to identify the proposed and delivered goods.

Technical task: according to appendix N1.2.

3. Proposal price and delivery term:

- 3.1. The price of the proposal shall be indicated in national currency in accordance with all the attributable taxes prescribed by Georgian legislation. The price of the proposal uploaded to the unified electronic procurement (hereinafter - the system) must be indicated without value added tax (VAT);
- 3.2. Costs which are not included in the price of the proposal shall not be subject to remuneration;
- 3.3. The VAT relevant value of the proposal price will be added in the contract price by the procuring entity, if the bidder is a VAT payer in accordance with the Georgian legislation at the moment of signing the contract;
- 3.4. The contract with the winning bidder will be signed in GEL.
- 3.5. The price indicated in the relevant field of the unified electronic procurement by the system is considered as the price of proposal.
- 3.6. The value of the procurement object specified under the contract shall not be higher than the final price specified via the system by a winning bidder in the electronic procedure.
- 3.7. In case of the mechanical error made by the bidder, such as: indication of incorrect sum or multiplication, the verbal and digital image discrepancy, which can be corrected without clarification, taking into consideration the principle of unit price advantage, but only if the above mentioned does not exceed the fixed price in the relevant field of the system;
- 3.8 Supplier provides delivery of goods by its own expenses;

4. Delivery term and place of the procurement object:

- 4.1 Delivery term: No later than 150 (one hundred and fifty) calendar days after the contract is signed, partial delivery allowed;
- 4.2 Place of delivery: Gardabani, D. Aghmashenebeli 2b, LLC "Gardabani TPP"

5. Terms of payment:

- 5.1 Payment with the supplier is carried out in the form of non-cash settlement in GEL, not later than 10 working days after each delivery of goods and submission of the documents specified in the contract.

6. Other Requirements:

- 6.1 The candidate has the right to present only one proposal;
- 6.2 All documents and / or information created by the bidder and uploaded in the electronic system shall be signed and sealed (in case of the seal existence) by the authorized person (in case of necessity, a power of attorney should be uploaded);
- 6.3 The proposal is valid until the existence of the following statuses: electronic procurement procedure has been completed with a negative result, terminated or the contract is signed;

- 6.4 Any correspondence / notification between the procuring organization and the supplier shall be carried out through the appropriate module of the system and using outside the system correspondence / notification is not mandatory. The correspondence / notification will be considered as accepted from the moment of uploading it in the system.
- 6.5 All document(s) which should be uploaded in the unified electronic system requested by the procurement electronic procedure documentation should be presented in Georgian and/or Russian and/or English languages;
In case of submission the documents and the information in another languages, they must be attached by a notarized Georgian or Russian or English translation.

7. Data that should be uploaded by the bidder in the single electronic system.

- 7.1 Procurement electronic procedure proposal provision guarantee with the amount of 3% (12277,35 GEL) of the procurement object estimated value (guarantee must be unconditional and irrevocable and must issued from the banking Institution licensed by the National Bank of Georgia or issued by insurance company licensed by LEPL "Insurance State Supervision Service of Georgia". Guarantee can also be submitted from a non-resident bank, in this case guarantee issuing bank rating Guarantee also can be issued by non-resident bank, in which case the bank rating must be no lower than BB- according to "Fitch international" or of an equivalent rating issued by S&P, Moody's and it must be confirmed by a licensed bank in Georgia.) validity term should not be less than 120 calendar days from the date of commencement of the proposal acceptance (in accordance with the **Appendix 3**, in compliance with the essential conditions);

Note!!!: If the bidder, does not have the uploaded guarantee in full compliance with the requirements of the documentation, by the period of the proposal acceptance term deadline, they will be disqualified.

- 7.2 Pricing table according to the Appendix N1.1 (paragraph 2);
7.3 Bidder's requisites according to the Appendix N2;
7.4 Technical task: according to appendix N1.2.(Paragraph 2)

8. Original documentation (direct/hand) to be presented in the procurement organization.

- 8.1 The bidder with the lowest price is obliged to submit Procurement Electronic Procedure proposal provision 3% guarantee to the purchasing organization (address: Gardabani, D. Agmashenebeli street N2b) no later than 7 (seven) working days from the end of receipt of the Procurement Electronic Procedure proposal(Subparagraph 7.1).
- 8.2 Bank guarantee of the contract provision, in accordance with the written request uploaded by the purchaser in the system;

Note!!!: If the bidder does not submit the original documentation in the prescribed timeframes, the commission will disqualify the

9. Bank guarantee of the contract provision:

- 9.1 In case of winning, the winner bidder must present the unconditional, irrevocable guarantee (in GEL) before the contract is concluded, 5% of the contractual amount, guarantee must be unconditional and irrevocable and must issued from the banking Institution licensed by the National Bank of Georgia or issued by insurance company licensed by LEPL "Insurance State Supervision Service of Georgia". Guarantee can also be submitted from a non-resident bank, in this case guarantee issuing bank rating Guarantee also can be issued by non-resident bank, in which case the bank rating must be no lower than BB- according to "Fitch international" or of an equivalent rating issued by S&P, Moody's and it must be confirmed by a licensed bank in Georgia. The term of validity of which shall exceed the deadline of the suppliers obligations undertaken by the contract for 30 days (Annex N4);

Note:

If the bidder's final price fixed in the system of electronic procurement is lower 20% than the estimated value of the procurement object the amount of performance guarantee of the contract is increased up to 10%.

10. Information for participants in the electronic procedure:

- 10.1 In order to participate in the procurement electronic procedure, the bidder may submit a proposal from the beginning of the proposal receipt to until the end of the proposal acceptance period;
- 10.2 After carrying out the above mentioned actions in sub-paragraph 10.1, the applicant is obligated to upload (only through the system) the necessary documents required under paragraph 7;
- 10.3 After uploading the documents provided in Sub-paragraph 10.2 of this paragraph, the bidder should indicate the value of the proposal in the relevant field of the system, which should not exceed the estimated value of the procurement object, or be at least one bid less than the estimated value of the procurement object.
- 10.4 Procedure and conditions for conducting electronic procurement procedures Annex №5 (In accordance with the special rule for the procurement of goods and services by LLC "GardabaniTPP").

11. contact information:

11.1. Contact persons:

Procurement coordinator, Tamar Kapianidze, Tel.: (995) 591 11 09 11, e-mail: t.kapianidze@gardabanitpp.ge

Procurement coordinator, Levan Pulariani, Tel.: (995) 577 58 55 44, e-mail: l.pulariani@gardabanitpp.ge

Information about Bidder

Annex №2

1	Legal status and title of the bidder	
2	Director name and surname	
3	The legal or / or factual address of the bidder	
4	Identification Code	
5	Bidder phone number	
6	Electronic address	
7	Bank inprint (Bank Code, Account Number, etc.)	

Signature of authorized person _____ / _____

Signatory name, surname B.A.

Electronic procedure Proposal Guarantee

Annex №3

(Sample)

Considering that ----- (hereinafter "Bidder")
(A person on which a letter of guarantee is issued)

Is ready to submit his proposal ----- By Commission
(Name of the procuring organization)

----- On the electronic procedure announced for procurement
(Name of the procuring object)

To participate, we----- (hereinafter "Bank") confirm that,
(Bank name)

take the obligation ----- (hereinafter "Purchaser")
(Name of the procuring organization)

According to which we provide timely and fully accessible to the purchaser
----- In the following cases:
(The amount depicted in numbers, Verbally, indicating currency)

1. If the bidder has refused to participate in the electronic procedure after submission of the proposal, until the end of the validity term of its proposal;
2. If the bidder in case of winning declines to conclude a contract with a purchaser on the basis of "Special Rules for Procurement of Goods and Services"
3. If the bidder has been disqualified due to the unlawful act during the procurement procedures;

Guarantee shall remains in force until ----- *
(Date)

**The validity period shall be at least 120 days from the date of commencement of the proposal in the electronic procedure.*

The bank provides payment of a warranty amount upon receipt of the purchaser's written request, without submitting any evidence from the purchaser provided that the written request has specified article(s) of the contract indicated which was breached based on which the purchaser is intitled to the amount specified and the purchaser's request shall be submitted to the Bank before the completion of the validity of the guarantee.

(Signature)
----- 2018
(Name, Surname, Position) (Date)B. A.

Performance Guarantee

Annex N4

[ON THE OFFICIAL BANK BLANK]

Performance Guarantee

From: [INSERT BANK NAME]

Beneficiary: Gardabani TPP LLC located at D. Aghmashenebeli str. 2B, PO1300, Gardabani, Georgia

Date of Issue: DD.MM.2017

Performance Guarantee No: [INSERT NUMBER]

We have been informed that based on Tender No: SPA [INSERT NUMBER] you intend to conclude contract (hereinafter “the Contract”) with [INSERT COMPANY NAME] located at [insert address] (hereinafter the “Applicant”) for the fulfillment of Delivery of [insert contract subject] for Gardabani 230 MW Combined Cycle Power Plant” by Applicant, a guarantee by a bank shall be furnished.

On behalf of the Applicant, We, [Insert Bank Name] irrevocably undertake to pay to you on your first written demand, irrespective of the validity and the effects of the above mentioned Contract and waiving all rights of objection and defense arising therefrom, any amount up to Euro [INSERT AMOUNT (Amount in wording)] upon receipt of your duly signed request for payment generally stating that the Applicant has failed to fulfill its contractual obligations under the Contract. There is no necessity to mention in the said request/demand in what respect the Applicant is in breach of its obligation.

The total amount of this guarantee will be reduced automatically to the extent and upon any payment effected hereunder by our Bank against payment claim(s)/demand(s).

This guarantee is effective from [DD/MM/2017] and valid until [DD/MM/2018] at the latest and shall automatically become null and void if your claim/demand as aforesaid has not been received by us on or before that date, provided that if the expiry date falls on a non-banking day it is automatically extended to the next banking day, our bank shall be released and discharged from all our liabilities towards you under this guarantee notwithstanding this guarantee is returned to us for cancellation or not. The repeated claim/demand (if any), including for the purpose of specialization of the claim, shall be deemed valid irrespective the date of this repeated claim/demand if the first claim/demand is received by us on or before the expiration date of this guarantee and is not refunded.

This guarantee will be construed and governed in accordance with Laws of Georgia and controversy arising in relation to the interpretation and/or execution of this guarantee shall be subject to Georgian Courts.

[NAME, SURNAME]

[POSITION]

[BANK NAME]

[document must be signed and stamped]

Draft agreement of the State Procurement

(The form and conditions of the agreement on state procurement may be specified on the basis of negotiations between the parties at the moment of concluding a contract)

Gardabani, -----, 2018.

On the one hand, LLC "Gardabani TPP" (hereinafter referred to as the "Purchaser"), represented by Lasha Mgeladze, General Director, and on the other hand, ----- (hereinafter "Supplier"), ----- with face, In accordance with the circumstances, in the electronic procurement procedure GEO ----- (hereinafter – procedure) announced in accordance with 2018 February 16th government ordinance N85 on approval of special rules for the procurement of goods and services by LLC "Gardabani TPP" with the price of Lari ----- excluding VAT was declared the winner ----- parties hereby agree with the following:

1. Subject of the contract

- 1.1. This Agreement is the procurement of Steam Turbine Spare Parts (hereinafter - goods) in compliance with the provisions of this Contract.
- 1.2. The Goods names, characteristics, quantity and price of the goods are given in Annex No1 (the table of prices) of this Agreement, which is accompanied by an agreement and is an integral part thereof.

2. The rights and obligations of the Parties

- 2.1. "Purchaser" is authorized to request from the "Supplier" to perform the obligations undertaken by the Agreement.
- 2.2. "Purchaser" is obliged to provide settlement with the conditions under the contract;
- 2.3 "Supplier" is entitled to request from the "Purchaser" to perform the obligations undertaken by the Agreement.
- 2.4. "Supplier" is obliged to provide the purchaser with the Goods free of any defects and with the necessary documents related to it;

3. Terms of delivery of goods

- 3.1. The supplier is obliged to provide the supply of goods within ___ calendar days after the contract is signed, at the following address: Gardabani, D. Aghmashenebeli 2b;
- 3.2. The purchaser is entitled to refuse the goods if they are defective or deemed defective by the inspection team.

4. Quality of goods

- 4.1. The supplier undertakes to ensure that the quality of goods is consistent with the agreed quality and technical indicators and the standards set forth in the contract.
- 4.2 The supplier at the time of delivery of goods shall present a document issued by the manufacturer and / or its official representative in order to which it is possible to identify the proposed and delivered goods.

5. Cost and settlement of the contract

- 5.1. The total value of the goods is ----- GEL without VAT (if supplier is a supplier at the moment of concluding the VAT payer in accordance with the requirements of the Georgian legislation, in case of submission of the relevant tax invoice the VAT rate will be reimbursed --- (-----)).
- 5.2. Document (s) required to carry out the settlement:
 - Commercial Invoice;
 - Tax invoice (see paragraph 5.1 above);
- 5.3. The settlement shall be conducted with the supplier, in the form of non-cash settlement, from the full delivery of goods and within 10 working days after fully submission of the document (s) provided in paragraph 5.2.

6. Guarantee, responsibility and non-fulfillment of the contract terms

- 6.1. The supplier gives the guarantee that the goods supplied to the purchaser are in line with the technical characteristics specified by the buyer, meet the requirements of the purchaser and have no defect.
- 6.2. The warranty period for the goods supplied to the purchaser by the supplier is ----- months from the delivery of the goods certified by the handover act.

- 6.3. In case of defects and / or defects indicated in serviced goods during the warranty, the supplier is obliged to ensure the removal of existing deficiencies and / or defects within the reasonable period determined by the purchaser at his own expense or the replacement of defects.
- 6.4. The seller guarantees that it will protect the purchaser from all claims made by third parties and / or reimburses any financial or administrative sanction to the procuring entity by a third party and / or state.
- 6.5. Failure to comply with the terms and conditions of the contract by the Parties shall result in their liability in accordance with the procedure established by the Agreement and the applicable legislation.
- 6.6. The party may request compensation for damages inflicted by the other Party to the failure to fulfill its obligations or by improper performance.
- 6.7. In case of delay in delivery of the "Goods", the supplier is obliged to pay the Purchaser 0.1% of the value of the undelivered goods each overdue calendar day. The purchaser is entitled subtract the penalty during final the amount of the accrued penalty during payment.
- 6.8. In case of "Purchaser", delays to pay duly the "Supplier" shall be entitled to penalty amount of 0.1% of the unpaid amount each calendar day it is delayed.
- 6.9. If the contract is terminated due to the supplier's failure to fulfill the obligations undertaken by this contract (for the reason of the supplier / fault), and if at the moment of termination of the contract the supplier has only partially delivered the goods to be purchased, the purchaser shall be entitled to charge the supplier Not more than 10% of the relevant value.
- 6.10. If the contract is terminated by the supplier as a result of failure or improper performance of contractual obligations (of feeder / fault), In addition, at the time of termination of the contract the supplier has only delivered only a negligible (fraction) of the goods for the Purchaser will be entitled to charge supplier penalty of not more than 20% of the cost of the contract.
- 6.11. Payment of a penalty by the "Supplier" shall not exempt him from the duties of performing the obligations under the contract, except in cases envisaged by the Civil Code.
- 6.12. In case of adequate prerequisites, the purchaser will be entitled to charge the supplier as a penalty under Article 6.7 and at the same time 6.9. And 6.10. Penalties provided by the articles.

7. Dismissal from the responsibility of the Parties

- 7.1. The Parties shall not be liable for the full or partial failure of the obligations in the event of a Force-Majeure (earthquake, flood, state coup and other circumstances which are not dependent on the parties and are considered as majestic circumstances).
- 7.2. The Party which has been affected by Force-Majeure shall immediately notify the other Party of the circumstances and the estimated time of its elimination. Otherwise, it will not be exempt from responsibility for complete or partial failure to fulfill the contract terms.
- 7.3. The facts indicated in the notification shall be confirmed by the competent authority. Confirmation is not required if these facts are known publicly.
- 7.4. The Parties shall renew their obligations upon the termination of force-majeure circumstances.

8. Conditions of contract inspection

- 8.1. A procuring entity or a person authorized by him shall be entitled to control and / or test the goods.
- 8.2. The Supplier fulfilment of contract terms and its annexes are controlled by the Purchasers inspection team.
- 8.3. The inspection team are in charge of:
- 8.3.1. Compliance with the requirements of Services volume, quality and timeframe in accordance with this Agreement. To conduct appropriate control and supervision for the purpose of determination;
 - 8.3.2. Check the serviced goods before accepting it and refuse to accept it in case of poor quality.
 - 8.3.3. Implementation of other actions for the fulfilment of this Agreement.
- 8.4. Reimbursement of expenses related to the elimination of each identified defect by inspection is covered by the supplier.

9. Amendments to the Agreement

- 9.1. No Contracting Parties shall have the right to change the terms of the contract unilaterally.
- 9.2. It is inadmissible to make amendments to the contract as a result of which the contract' value increases or worsens the conditions of the contract to the Purchaser except for the cases prescribed by Article 398 of the Civil Code of Georgia.
- 9.2.1. In case of the conditions provided for in Article 398 of the Civil Code of Georgia, it is inadmissible to increase the total value of the contract by more than 10%.
- 9.3. Any amendment to the terms of the contract shall be concluded in a written form of an agreement which will be attached to the contract and shall be deemed to be its integral part.
- 9.4. All amendments to the Agreement shall acquire legal force only from the date of its signature.

10. The entry into force of the contract and the term of validity

10.1. The Agreement shall enter into force on the date of its signature by the Parties and shall be in effect on 2018 ----- contract term of validity – delivery term added 30 calendar days.)

10.2. The relevant articles of the Treaty remain in force until the expiry of the obligations taken by the Parties.

11. Termination of the contract

11.1. Parties may terminate this Agreement at any stage of its operation by mutually agreement.

11.2. Any Party may unilaterally terminate the contract on the basis of a written notification to the other Party if:

(A) Any Party or Party has violated the terms of this Agreement entirely or partially;

B) One of the Contracting Parties systematically violates the terms of this Agreement;

C) In the case envisaged by Article 398 of the CCG.

11.3. The purchaser is entitled to terminate this Agreement at any stage of its operation unilaterally. The Agreement shall be terminated in accordance with the period specified in the notification sent by the buyer.

12. Dispute resolution, regulatory justice

12.1. Any dispute arising out of the Parties shall be settled by means of mitigation by the Parties.

12.2. In case of failure to reach agreement, all controversial issues are resolved in the Georgian court.

12.3. The agreement is made according with the legislation of Georgia and will be interpreted according to the legislation of Georgia.

13. Final Provisions

13.1. The agreement is composed in Georgian language, as 2 (two) copies with equal legal force.

13.2. The annulment or invalidation of a separate article and / or paragraph of the contract shall not affect the validity of the entire contract or its annexes.

13.3. Any notification pursuant to this Agreement shall be carried out in writing either through written or through e-mail.

13.4. None of the Contracting Parties shall be entitled to delegate fully or partially its rights and obligations under this Agreement to a third party without the written consent of the other party.

14. The requisites and signatures of the parties