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## **J S C “ N e n s k r a ”**

Tamar Mepe Ave. N 15, Tbilisi 0112, Georgia

### **E l e c t r o n i c   T e n d e r**

**Nenskra HPP Detailed Geological Survey and Detailed Design of Tunnels Review  
and Expertise**

**CPVcode – 71300000**

**Source of Financing – Revenues of JSC “Nenskra”**

**Probable Value – 90 000 GEL excluding VAT**

### **Tender Documentation**

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## Instruction to Tenderers

1.1 Electronic procurement shall be carried out through common electronic system of state procurements (hereinafter System). Upon announcement of electronic tender, you are able to acquaint tender notice and tender documentation.

1.2 For submission of tender bids: first of all, supplier (an applicant) shall be registered in the system. Then, he is obliged to become acquainted with the affidavit and give his consent (acquaintance and consent is confirmed through the system in an electronic regime by pressing the relevant button). Illustrative form of affidavit is provided in *Annex №1*.

1.3 After consent on the text of affidavit, bidder is obliged firstly to submit the guarantee for ensuring tender bid by means of one method from 2 (two) possible methods, then to pay fee electronically (through system) for participation in tender.

1.4 According to first method, bidder obtains guarantee for ensuring tender bid in a bank to participate in tender, which is followed by unique single-mission code, which has to be entered in appropriate working field of the system.

1.5 The second method for submission of guarantee for ensuring tender bid implies temporary placement of money for its blockage in amount of guarantee on special account of agency by using of bidder's business card.

1.6 After submission of guarantee for ensuring tender bid in compliance with one of the above mentioned procedures, the system gives the opportunity for bidder to pay fee for tender bid. The payment shall be carried out in the same way as the second method to submit guarantee for ensuring tender bid.

1.7 In case of temporary technical failure of automatic means in the system of submission of electronic guarantee and payment, submission of electronic guarantee and payment may be carried out without system according to prior agreement with the agency.

1.8 Without implementation of above-mentioned actions, bidder is unable to submit tender bid and correspondingly to participate in tender.

1.9 Guarantee for ensuring tender bid shall be submitted in amount of 1% of probable value of procurement indicated in tender notice. As for fee for participation in tender, it amounts to 50 GEL.

1.10 Guarantee for ensuring tender bid will not be returned in the following

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circumstances:

- 1.10.1 If the bidder refuses its tender bid;
- 1.10.2 If the bidder is entered into black list as a result of relevant tender;
- 1.10.3 If the bidder has been disqualified in accordance with paragraphs 1.29.3-1.29.7 of this instruction;
- 1.11 Tender bid consists of tender bid price and technical documentation.
- 1.12 Technical documentation is any information about procurement object and bidder uploaded in the system by the bidder, which is required by tender notice and tender documentation, except the documents confirming qualification data.
- 1.13 After paying the fee for tender bid, the bidder has to upload technical documentation in electronic system, otherwise the system does not give the possibility to submit tender bid.
- 1.14 After uploading technical documentation, the bidder gets the possibility to indicate tender bid price including all taxes provided by legislation (transportation, insurance and other) excluding VAT. VAT applicable to price of tender bid shall be considered in the contract by procuring organization, if on the time of execution contract the bidder is VAT payer according to Georgian legislation.
- 1.15 Immediately upon indication of tender bid price, bidder is entitled to participate in electronic reverse tender, which is divided into basic time and additional 3 rounds.
- 1.16 During basic time the bidder is able to change its price according to diminution principle and by the amount no less than bid increment defined by the procuring organization.
- 1.17 Bid increment is a minimal amount of price diminution for tender bid defined in advance that is indicated in appropriate field of tender notice.
- 1.18 In each round of additional rounds, the bidder is entitled to decrease price of tender bid only once, for which he has 2 (two) minutes. Participation in additional rounds is not mandatory and the bidder is entitled do not participate in round and consequently, the final price fixed by this bidder will be valid. Participation in rounds means diminution of price according to above-mentioned principles or keeping the price the same.
- 1.19 The right to participate in additional rounds is granted to bidders who submitted tender bid in basic time according to determined rule. In the first round, the order of submission of tender bid price is defined according to price of tender bid submitted in basic time, concretely, in the first round final offer is made by the bidder who fixed the lowest price in basic time and in each following round – the bidder who fixed the lowest price in previous round. In case of equal prices, final offer is made by the bidder who fixed such price firstly.
- 1.20 After completion of additional rounds, the system groups bidders according to

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price of tender bid. Then procuring organization verifies technical documentation of the bidder with the lowest price.

1.21 If tender bid of the bidder is in compliance with requirements of tender notice and tender documentation, the procuring organization applies to this bidder to submit documents confirming qualification data.

1.22 In order to submit documentation confirming qualification data the procuring organization gives to bidder time not exceeding 5 (five) working days.

1.23 Qualification data shall be submitted to procuring organization by the bidder through common electronic system. In case of non-submission of qualification data and/or submission with omissions, tender commission is obliged to disqualify that bidder.

1.24 If the bidder with the lowest price successfully passed all above-mentioned stages (has not been disqualified), the procuring organization shall conclude a contract on state procurement with this bidder no later than 5 (five) working days from submission of the documents confirming qualification data.

1.25 The bidder shall not be disqualified by tender commission, if technical documentation uploaded in system by bidder does not include such data and/or includes such inaccuracy, submission and/or precision of which will not result substantial change of technical documentation and/or will not increase price of tender bid. In such case, procuring organization gives to bidder time not exceeding 3 (three) working days to precise technical documentation.

1.26 When the bidder with the lowest price has been disqualified, the procuring organization is entitled to apply to bidder with next lowest price, if technical documentation uploaded in system by this bidder meets requirements envisaged in tender notice and tender documentation.

1.27 If tender bid price of bidder with next lowest price, due to changed circumstances on the market, substantially exceeds market price of procurement object of this tender, tender commission has the right to suspend tender.

1.28 Form and conditions of contract are provided in tender documentation as a draft contract, which will be specified for the time of contract conclusion according to tender bid.

1.29 Procuring organization disqualifies a bidder if:

1.29.1 Technical documentation submitted by bidder, in accordance with paragraph 1.25 of this instruction, does not correspond to tender notice and/or tender documentation.

1.29.2 A bidder does not precise technical documentation within the time defined under paragraph 1.25 of this instruction.

1.29.3 A bidder refuses his tender bid.

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1.29.4 Documents confirming qualification data submitted by bidder do not correspond to tender notice and/or tender documentation.

1.29.5 A bidder does not submit documentation confirming qualification data.

1.29.6 A winning bidder does not submit performance security (guarantee) of contract (if any), refuses to conclude a contract on state procurement and/or otherwise expresses its refusal to conclude contract.

1.29.7 In order to obtain the right to conclusion of contract, a bidder takes an dishonest action.

1.30 If the bidder requests, the procuring organization is obliged, according to legislation, to specify/interpret tender notice and tender documentation through common electronic system by means of question/answer module.

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## Technical Documentation

### 1.31 Procurement object:

- Nenskra HPP Geological Survey and Detailed Design of Tunnels Review and Expertise
- Probable Value - 90 000 GEL excluding VAT.

2.2 Source of financing state procurement : Revenues of JSC “nenskra”.

2.3 Members of tender commission: Teimuraz Kopadze, Zurab Samsonidze, Tatia Topchishvili.

2.4 Tender bid, qualification data and all documents relating to present electronic tender shall be submitted in Georgian language; In case of submission of documents or information in foreign language, they shall be annexed with translated document/information in Georgian.

2.5 A bidder is entitled to submit one tender bid, alternative version shall not be considered.

2.6 **Time for completion of works/service:** no later than 30 (thirty) calendar days upon conclusion of contract.

2.7 Acceptance of performed service and correspondingly final reimbursement shall be carried out only after complete performance of service envisaged in Terms of Reference.

2.8 **Form of payment:** consignment; Advance payment is possible, but not exceeding 50 % of contract value.

2.9 **Contract on State Procurement with winning bidder shall be concluded in USD according to official currency exchange rate established on the day of electronic reverse auction;** If the winning bidder is georgian company, payment shall be carried out in GEL according to official currency exchange rate established by National Bank of Georgia for the day of execution of hand-over protocol.

2.10 Upon consent to affidavit via electronic system, the bidder shall submit electronic security in amount of 1% of tender bid value, validity of which shall be no less than 160 calendar day from commencement date for submission of bids to present electronic tender.

2.11 **The bidder shall upload in system the following documents:**

2.11.1 **Appendix №2** (according to annexed form) signed by authorized person.

2.11.2 Documentation compiled according to Terms of reference (appendix №3) (see ToR) and signed by authorised person.

2.11.3 **Documentation confirming that the bidder or his/her subcontractor (if any) has experience to perform services with the same characteristics and complexity (see ToR).**

2.11.4 **In case of Subcontractor's existence, bidder shall submit document(s) (Contract, Agreement or other equivalent document) confirming legal relationship with subcontractor/s.**

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**2.12** After completion of additional rounds for electronic reverse auction, if the technical documentation uploaded in system by the bidder with the lowest price, corresponds to requirements envisaged in tender notice and tender documentation, tender committee requests this bidder to submit documentation confirming qualification data.

**The winning bidder and his subcontractor (if any) shall submit the following qualification confirming documentation:**

**For legal persons:**

2.12.1 Excerpt from entrepreneur (commercial and non-commercial legal persons) registry.

2.12.2 Certificate of only Tbilisi and Kutaisi city courts that proceeding of insolvency towards this legal person is not pending.

**Documentation envisaged in paragraph 2.12:**

- Shall be submitted no later than in 5 (five) working days upon request;
- Shall be issued after commencement date of receiving tender bids. As for non-resident bidders, the documentation shall be issued no later than 30 (thirty) days prior to commencement date of receiving tender bids.
- Non-residents of Georgia shall submit the documentation issued by respective state authority, according to legislation. In case of submitting documentation in foreign language, it shall be annexed with documents translated in Georgian according to Georgian legislation;
- Bidders shall be disqualified if they do not submit documentation confirming qualification data and/or submit documentation with omissions, also bidders shall be disqualified if they do not submit qualification documentation according to Georgian legislation on the time of signing agreement. In such case, procuring organization is entitled to apply to other bidder with next lowest price with requirement envisaged in paragraph 2.12 of this article, if the technical documentation uploaded in system by this bidder is in compliance with requirements envisaged in tender notice and tender documentation. If the price of tender bid belonging to next bidder with the lowest price due to changed circumstances on the market substantially exceeds market price of procuring object, tender committee is authorized to suspend the tender.

2.13 In case of application of advance payments for reimbursement, supplier shall submit to the procuring organization advance payment security (issued only Georgian resident banks, in currency of USD, non-resident entities can submit security issued

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by foreign banks, however it shall be advised by Georgian resident bank), which shall be issued on the total amount of advance payments and validity of which shall exceed with 50 (fifty) calendar days to the time of completion of contractual obligations.

## AFFIDAVIT

### On Independent Bid Determination

In order to participate in the announced tender I hereby confirm that the bid submitted thereof has been designed independently from a competitor. I further confirm that:

1. I am aware that the bid will be disqualified if it discovered that the information provided in the affidavit is false and/or unreal;
2. I am authorized by a bidder to sign on this affidavit and submit this bid;
3. Any person whose signature has been affixed to the bid has been respectively authorized by a bidder;
4. I am aware that the term „competitor” given the affidavit purposes implies any person that can be a bidder and/or can submit a bid in this tender;
5. No consultation, communication, agreement or negotiation aimed at receiving material benefit or advantage has been held between a bidder and a competitor in relation to the following issues:
  - ⟨ Bid price;
  - ⟨ Method of calculation of bid price, rate or formula;
  - ⟨ Submission of a bid or refrain from submission thereof;
  - ⟨ Deliberate submission of a bid that is not in compliance with the conditions of an announced tender;
  - ⟨ Quality, volume, technical conditions or supply details of a procurement object to which a bid relates;
6. A bidder has not disclosed and/or will not disclose deliberately, directly or indirectly the conditions of a bid to a competitor until the bid is made public.

I have read the content of this Affidavit and confirm the authenticity of the submitted information.

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(signature)

*For the purposes of procurement an Affidavit is a written document on independently developing bid which signatory, on behalf of a bidder, certifies the authenticity of the information and circumstances referenced in the document and according to the rule prescribed by the legislation of Georgia bears responsibility for the authenticity of the mentioned information and circumstances. The violation of the conditions set forth under an affidavit will be subject to criminal responsibility in accordance with Article 195<sub>1</sub> of the Criminal Code of Georgia.*

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*\*This Annex is only illustrative and bidder shall consent to it through electronic system, by pushing on relevant button.*

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## Annex №2

1	Legal form and name of bidder	
2	Name and surname of head	
3	Legal and/or official address of bidder	
4	Identification code	
5	Contact telephone number of bidder	
6	Electronic address (e-mail)	
7	Bank requisites: Bank code, account number and etc.	
8	Time for completion of works (according to paragraph 2.6)	
9	Form of payment acceptable to bidder (according to paragraph 2.8)	
10	Consent that in case of advance payment, supplier will submit respective advance payment security (according to paragraph 2.13).	

*\* This Annex shall be signed by authorized person.*

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# Terms of Reference

for  
**Nenskra HPP Geological Survey and Detailed Design of Tunnels**  
**Review and Expertise**

## **1. BACKGROUND**

JSC “Nenskra” (Nenskra), a subsidiary of JSC Partnership Fund is planning to construct Nenskra Hydro Power Plant.

Nenskra has engaged Hidro Dizayn Müh. Müş. İnş. Ve Tic. AŞ in order to prepare Geological Investigations and Detailed Design of Tunnels (incl. surge tank), based on Initial Design elaborated by the Joint Venture of Stucky Ltd and Stucky Caucasus Ltd.

Currently Nenskra is looking for an experienced Expert, to review the Geological Investigations and Tunnels Detailed Design.

The Nenskra HPP is a high head 210 MW hydropower project on the Nenskra River in the Svaneti District of NW Georgia. The project is capable of providing a total / firm energy generation of 1194/927 GWh/y, 241 GWh of guaranteed full supply in the three winter months and is also designed to maximize export benefits in the summer months.

The main project components comprise an Asphalt Core Rock Fill Dam of 135m high on the upper Nenskra creating a live storage of about 182 mln. m<sup>3</sup>. This is augmented with the Nakra discharges through a 4.5 m dia. free flow tunnel of 12.4 km. The power waterway comprises a circular lined headrace tunnel of 15.1 km long, 4.5 m dia. And pressure shaft totaling 1580m. The surface powerhouse is located on the left side of the river and houses 3x70MW pelton units.

The Scheme main parameters and features are as follows:

<b>Nakra Intake Weir</b>	Type	[-]	CVC
	Height	[m]	13

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	Crest Length	[m]	57
<b>Nakra Transfer Tunnel</b>	Excav. Type		TBM (Open)
	Length	[km]	12.4
	Diameter	[m]	4.5
	Qmax	[m <sup>3</sup> /s]	46
	Lining		Totally or Partially Unlined
<b>Reservoir</b>	Max OL	[m a.s.l.]	1430
	Area	[km <sup>2</sup> ]	3.0
	Volume	[Mm <sup>3</sup> ]	182
<b>Dam</b>	Type	[-]	ACRD
	Height	[m]	135
	Crest Length	[m]	820
	Volume	[Mm <sup>3</sup> ]	13.5
<b>Spillway</b>	Type	[-]	Lateral + Tunnel (ungated)
	Length Ogee	[m]	60
	Length tunnel	[m]	880
	Width	[m]	5.0
	PMF	[m <sup>3</sup> /s]	457
<b>Headrace Tunnel</b>	Excav. Type	[-]	TBM (Double shield)
	Length	[km]	15.1
	Diameter int.	[m]	4.5
	Qmax	[m <sup>3</sup> /s]	50
	Lining		Concrete segments
<b>Surge Shaft</b>	Excav. Type	[-]	Vertical (raise borer)
	Length	[m]	186
	Diameter int.	[m]	6.5
	Lining	[-]	Concrete
<b>Pressure Shaft</b>	Excav. Type		Vertical (raise borer/D&B))
	Length	[m]	1580
	Diameter int.	[m]	3
	Qmax	[m <sup>3</sup> /s]	50
	Lining		Steel
<b>Powerhouse</b>	Type	[-]	Outdoor
	Turbine Type	[-]	Pelton
	No.Units	[#]	3 (+1 future)
	Inst. Power	[MW]	3 x 70 (+70 future)
	L x W x H	[m]	96 x 35 x 24
<b>Switchyard</b>	Type		G.I.S.
	Voltage	[kV]	220
	L x W x H	[m]	26 x 12 x 10
<b>Transmission Line</b>	Voltage	[kV]	220
	Length	[km]	50

## 2. **OBJECTIVES and Scope OF ASSIGNMENT**

The Consultants services shall be include, but shall not be Limited, to expertise of following aspects of the Geological Survey and Detailed Design of Tunnels:

- Review and Expertise the Design prepared;

- 
- Review Geological Study and Tunnels Detailed Design submissions to ensure suitability for construction purposes and suitability for procurement following 'Open' tendering procedures. The Expert shall be expected to review all components of designs executed by designers and including, inter alia: design briefs, investigations, feasibilities, calculations, sketches, drawings, specifications, construction technologies, bill of quantities, programmes of works, cost estimates and in addition any other documents that might be required under Georgian Law in this respect;
  - Check the Consistency of the Geological Investigation and Detailed Design;
  - Ensuring, to the extent practicable and reasonable, that the technical specifications reflect details of every aspect of the Works to be constructed, provide a specification of the material to be used and the standard of workmanship to be achieved;
  - Assurance of compliance with standards and norms acceptable by Georgian Legislation;
  - Assurance of compliance with Terms of Reference;
  - Expertize of the design in accordance with decree of Ministry of Economic Development of Georgia N 1-1/823 (dated 24 August 2006) and decree of Government of Georgia N 57 (dated March 2009);
  - Assurance of compliance with Georgian legislation;
  - Assurance that the design is acceptable to the standard at which construction permit with Georgian legislation can be obtained;
  - Compliance of geological study to the level of final design using the best practice described in ICOLD Bulletins;
  - Assurance the design is sufficient enough to receive competitive bidding on the construction tender announced with FIDIC RED Book conditions of contracts; Such assurance must consider the amount of risk the contractor might be expected to and therefore the price of the risk bidders will include in the proposal for lump-sum contract, were no price adjustment formulas or tools will be included;
  - Reviewing construction cost estimates provided by the designers and recommending any reasonable design changes that could be made to reduce project expenditures and to eliminate any unnecessary increases in construction cost. The objective of all designs and technical solutions shall be to achieve optimum whole-life cost;
  - Detailed review and amendment (if necessary) of the cost estimates, Preparation of the new cost estimates might also be required and is part of the scope of works.

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### **3. *Reports, Deliverables***

The Expert will have to prepare:

- Comments on the design (if any);
- Recommendations on issues observed during the assignment, not included in the scope of work;
- Assurance Report, covering all issues described in the Scope of work;
- Report suitable for acquiring a construction permit in English and Georgian languages;

### **4. *Deadlines***

Within 45 (forty five) days after submission of the design, the Expert must either finalize the assignment or give comments to the Geological Survey and Tunnels Detailed Design.

In case of comment, the Designer will give responses and amendments to the design, which has to be reviewed again by the Expert within 10 (ten) days.

### **5. *CONSULTANT's PERSONNEL***

The Consultant shall employ suitably qualified consultants and other Professionals who shall be competent to carry out any/or all of the duties in accordance with the responsibilities and/or authorities that are specified in these Terms of Reference. The Consultant shall retain personnel with the respective qualifications and experience. Key personnel should have at least 10 years of experience of preparation of HPP Detailed Design or Detailed Design Expertise. Key personnel's experience should include but is not limited with the following:

- Detailed design or expertise of detailed design of rock fill dam having at least the height of 50 m above foundation. Dam should be constructed.
- Detailed design or expertise of Detailed Design of pressurised energy tunnel at least the inner diameter of 4.0 m and length of 4.0 km.
- Civil or geological engineer having expertise of pressurised TBM tunnel in the company more than 2 years.

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The consultant should comply with the requirements of decree of Ministry of Economic Development of Georgia N 1-1/823 (dated 24 August 2006) and decree of Government of Georgia N 57 (dated March 2009).

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## Standard Forms

Standard forms consist of, but is not limited to, the following forms:

- TECH-1 Team Composition and Task Assignments;
- TECH-2 Curriculum Vitae (CV) for Proposed Professional Staff;
- TECH-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment;
- TECH-4 Details of Contracts of Similar Nature and complexity

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***Form TECH-1 Team Composition and Task Assignments***

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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**Form TECH-2 Curriculum Vitae (CV) for Proposed Professional Staff**

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1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_
  
2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_  
\_\_\_\_\_
  
3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_
  
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
  
5. **Education** *[Indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
  
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
  
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_
  
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_
  
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_
  
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]:*

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From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>  <i>[List all tasks to be performed under this assignment]</i>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i>  Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
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### 13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member or authorised representative of the staff]*

*Day/Month/Year*

Full name of authorised representative: \_\_\_\_\_

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three paragraphs:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organisation and Staffing,*

*a) Technical Approach and Methodology. In this paragraph you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this paragraph you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-5.*

*c) Organisation and Staffing. In this paragraph you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

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**TECH-4****Details of Contracts of Similar Nature and Complexity**

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Name of Tenderer or partner of a joint venture

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*Use a separate sheet for each contract.*

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1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Employer	
3.	Address of Employer	
4.	Nature of works and special features relevant to the contract for which the Tenderer wishes to qualify	
5.	Contract role (check one)	
	<input type="checkbox"/> Sole Contractor	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Management Contractor
	<input type="checkbox"/> Partner in a joint venture	
6.	Value of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts).	
	Currency	Currency      Currency
7.	Equivalent value in <i>USD</i>	
8.	Date of award	
9.	Date of completion	
10.	Contract/subcontract duration (years and months)	
	___ years ___ months	
11.	Description of Scope of Work performed by the Tenderer	
12.	For sole/prime contractors, indicate the approximate <i>USD</i> amount and nature of substantial work (more than 20 percent in contract value) undertaken by subcontract, if any.	

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## **Nenskra HPP**

**Consultant's Services for Geological Survey and Detail  
Design of Tunnels review and expertise**

### **Lump-Sum Contract**

**STANDARD FORM OF CONTRACT**

**Consultants' Services**  
Lump-Sum

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## Preface

1. This standard contract for Consulting Services has been prepared by the Bank for use by its borrowers and their implementing agencies (referred to hereafter as Clients) when they hire a consulting firm (referred to hereinafter as the Consultant) to provide services paid on lump-sum basis. In such cases, the use of this contract is mandatory for contracts financed partly or wholly by the Bank.
2. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.
3. Lump-sum contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultant are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum contract is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

## **CONTRACT FOR CONSULTANTS' SERVICES**

### **Lump-Sum**

between

**JSC Nenskra**  
[name of the Client]

and

---

[name of the Consultant]

Dated: \_\_\_, 2013



## I. Form of Contract

### LUMP-SUM

[illegible]

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *JSC Nenskra*

---

***Teimuraz Kopadze, Acting Director***

For and on behalf of

---

***[REDACTED], Director***

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the European Bank for Reconstruction and Development.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the

GC may be amended or supplemented.

- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law  
Governing  
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

**1.4.1**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

**1.4.2**

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

**1.6 Authority of  
Member in  
Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorise the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorised  
Representa-  
tives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.8 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

**1.9 Fraud and Corruption****1.9.1 Definitions**

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

**1.9.2 Measures to be Taken**

- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive

practices in competing for, or in executing, a Bank-financed contract;

**1.9.3  
Commiss  
ions and  
Fees**

The Client will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commence-  
ment of  
Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of  
Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications  
or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1  
Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No  
Breach of  
Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this

Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than ninety (90) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached by Georgian Court as a result of proceedings pursuant to Clause GC 8 hereof.

- 2.6.2 By the Consultant** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within eighty-five (85) days after receiving written notice from the Consultant that such payment is overdue, unless such a non-payment is caused by breaching of the contractual obligation from the part of the Consultant.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) days.
  - (c) If the Client fails to comply with any final decision reached by Georgian Court as a result of pursuant to Clause GC 8 hereof.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

**6. PAYMENTS TO THE CONSULTANT**

**6.1 Lump-Sum Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above

the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

## 7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

## 8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Applicable Law: This Contract and all non-contractual obligations arising from it shall be governed by, and construed in accordance with, the laws of Georgia.
1.3	The language is <i>English</i> .
1.4	<p>The addresses are:</p> <p>Client: <u>JSC Nenskra</u></p> <p>Attention: <u>CEO/ Acting Director</u></p> <p>Facsimile: <u>Teimuraz Kopadze</u></p> <p>E-mail: <a href="mailto:tkopadze@fund.ge">tkopadze@fund.ge</a></p> <p>Consultant: <u>                    </u></p> <p>Attention: <u>                    </u></p> <p>Facsimile: <u>                    </u></p> <p>E-mail: <u>                    </u></p>
1.7	<p>The Authorised Representatives are:</p> <p>For the Client: <u>Director</u></p> <p>For the Consultant: <u>Director</u></p>
1.8	<p>Out of any indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the Reverse Charge VAT, which is included in Contract Price, will be withheld by the Client from Contract Price and will be paid directly to Georgian Tax Authorities.</p>

<b>2.1</b>	The effective date is the day when the Consultant provides to the Client with the Performance Bank Guarantee as stipulated in Appendix A: Terms of Reference. The Performance Bank Guarantee should be provided no later than 10 days after signing the Contract.
<b>2.2</b>	The date for the commencement of Services is the effective date.
<b>2.3</b>	<p>The date for the commencement of Services is the date after signature of the Contract when all design documents and files are received from the Client.</p> <p>The deadline for the completion of the services shall be 20 (twenty) days after effective date. All comments and request for clarifications made on MP and detailed design reports provided by Hidro Dizayn Müh. Müş. İnş. Ve Tic. AŞ shall be sent to Hidro Design not later then 20 days after effective day. All responses and clarifications received from Hidro Design will be reviewed by the Consultant within 10 (ten) days after receiving the responses and amendments. This period of 10 (ten) days shall be additional and will be calculated from the date of receiving from Hidro Dizayn Müh. Müş. İnş. Ve Tic. AŞ comments and amendments.</p> <p>Contract shall expire after the Parties have discharged all their respective duties arising out of this contract.</p>
<b>3.7 (b)</b>	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>5.1</b>	Not applicable
<b>5.3</b>	Not applicable
<b>6.2(a)</b>	The amount in foreign currency is _____ (_____) <b>United States Dollar (USD)</b> including all applicable direct and indirect taxes.
<b>6.2(b)</b>	The amount in local currency is Not applicable.
<b>6.3</b>	Breakdown of lump-sum fee is provided in Appendix D.

<p><b>6.4(a)</b></p>	<p>The accounts are:</p> <p>for foreign currency or currencies <span style="background-color: yellow;">[REDACTED]</span></p> <p>a) Contract price shall be paid upon acceptance of the works (for the avoidance of any doubts this includes the review of Designer's responses and amendments as per Appendix A) based on delivery acceptance protocol.</p> <p>b) The Performance Guarantee shall be released after 50 calendar days when the works will be accepted.</p> <p>The amount of the final payment will be reduced in case of late delivery by 0.1% of the lump-sum amount for each day delayed.</p>
<p><b>6.5</b></p>	<p>Not Applicable.</p>
<p><b>8.2</b></p>	<p>Disputes shall be settled by the courts of Georgia in accordance with applicable laws of Georgia.</p>

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## IV. Appendices

### APPENDIX A – DESCRIPTION OF SERVICES

[See Terms of Reference]

### APPENDIX B - REPORTING REQUIREMENTS

Deliverables as described in appendix A.

### APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

**Note:** List under:

*C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.*

Name Surname	Job Description	Qualification (TOR Requirement: having demonstrable experience of at least [5-15] years in the provision of similar consultancy services to at least one project of similar price, nature and complexity)

### APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

**Note:** List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

*This appendix will exclusively be used for determining remuneration for additional services.*

Position	Monthly Rate (USD)	Remuneration Per Month (USD) (Overhead Costs incl. site visits)	Total Monthly Rate	Total Duration (month)	Total Amount (USD)

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## ADVANCE PAYMENT SECURITY FORM

### Contract for the Design and Construction of Tbilisi Railway Bypass

JSC Nenskra, 15 Tamar Pepe Ave., Tbilisi, 0112, Georgia, (whom the Contract defines as the Employer)

We have been informed that \_\_\_\_\_ (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advanced payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank) \_\_\_\_\_ hereby irrevocably undertake to pay you, the Beneficiary / Employer, any sum or sums not exceeding in total the amount of \_\_\_\_\_ (the "guaranteed amount", say: \_\_\_\_\_) upon receipt by us of your demand in writing and your written statement stating:

- a. That the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
- b. The amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt [of the first instalment] of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 4.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before \_\_\_\_\_ (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment guarantee has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of commerce, except as stated above.

Date

Signature(s)