



**MUNICIPALITY OF
BATUMI**

KFW



Bidding Documents

Rehabilitation of Municipal Infrastructure in Batumi – Phase III

Contract:

**Supply of House Connection Material –
Storm Water LOT 4**

Issued on: 01.07.2018

ICB No.: KFW/BMZ 201166719 – 201397728/ Batumi/PH III/C 4

Purchaser: Municipality of Batumi

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Section 1 - Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 5 (Purchaser's Requirements). The name, and number of contracts of the National Competitive Bidding (NCB) are provided in the BDS.
 - 1.2 Throughout these Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
 - 1.3 The bidding process will be governed by the "Guidelines for Procurement of Supply and Work Contracts under Financial Cooperation with Developing Countries" published by the KfW Development Bank, Germany, which can be downloaded from the following web site: <https://www.kfw-entwicklungsbank.de/Download-Center/PDFDokumente-Richtlinien/Vergabe-E.pdf> and the Public Procurement Law of Georgia.
- 2. Source of Funds**
 - 2.1 The The Republic of Georgia has received a loan from the Government of the Federal Republic of Germany through KfW Development Bank (hereinafter called "the Bank" or "KfW") towards the costs of the Program named in the BDS.
 - 2.2 The Georgian Government has concluded a subsidiary financing agreement with the Beneficiary, Municipality of Batumi -MoB-, which is acting as the Employer. The MoB intends to apply a portion of the funds to eligible payments under the contract resulting from the bidding for which this qualification is conducted (hereinafter called "the Contract"). Payments for this contract will be made only in accordance with the terms and conditions of the Financing Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the Bank may specifically otherwise agree, no party other than the Employer shall derive any rights from the Financing Agreement or have any rights to the fund proceeds.
 - 2.3 Although various departments of the Government of Georgia and KfW development bank retain certain approval rights, they shall in no way be deemed as party to the Contract or be under any obligation to the Supplier
- 3. Corrupt Practices**
 - 3.1 The MoB including the beneficiary of KfW financed activity, as well as bidders, suppliers, and contractors under KfW-financed contracts, shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this requirement, the contracting agency and the KfW
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;
 - (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;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in KfW-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an KfW-financed contract.
- 4. Eligible /Ineligible Applicants**
- 4.1 The KfW guidelines for eligible bidders as outlined in the KfW guidelines for procurement apply. Particularly the eligible bidder must not be included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, and affirm that this is true for the company/all members of the consortium.
- 4.2 An Applicant shall be a private or government-owned legal entity, subject to the Instruction to Bidders (ITB) Sub-Clause 4.6, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV,
- (a) all partners to the JV shall be jointly and severally liable;
 - (b) a JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the qualification process and, in the event the JV is qualified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution; and
 - (c) any applicant cannot be a partner of more than one JV and cannot be a subcontractor to other pre-qualified Applicants during the bid.
- 4.3 There are no restrictions regarding the Applicant’s country of domicile. The Applicant shall however be constituted, incorporated, or registered and shall operate in conformity with the provisions of the laws of his country of domicile.
- Domestic companies or legal persons may also apply if they;
- (a) have been registered in Georgia as Supplier for any works similar to those which are subject of this procurement.
 - (b) have paid taxes, contributions and other public duties.
- 4.4 The above requirement shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract.

4.5 Ineligible is an Applicant when there is a conflict of interest in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice as described under ITB Clause 3. Consequently bidders shall not have a conflict of interest. Applicants may be considered to be in a conflict of interest with one or more parties in this bidding process if they, including but not limited to:

- (a) have controlling shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of their Application; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process.

A firm that is under a declaration of ineligibility in accordance with ITB Clause 3, at the date of submission of the application or thereafter, shall not be considered.

4.6 Applicants will also be rejected if:

- (a) their participation is ruled out by sanctions issued by the UN Security Council or the EU or the German Government
- (b) they are or were involved as a consultant in the preparation or implementation of the project. The same applies to an enterprise or an individual that is closely connected to the Applicant under a company group or a similar business link, or to several enterprises or individuals associated correspondingly
- (c) they fail to submit the Declaration of Undertaking
- (d) they are legally barred from the procurement process in the country of the contracting agency on the grounds of previous violations of regulations on fraud and corruption
- (e) or sub-contractors to be contracted for considerable portions of the contract are enterprises economically intertwined with the contracting agency in the host country and/or state-controlled enterprises that are not legally or financially independent

4.7 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous, and operate under commercial law, and that they are not in any way dependent agencies of the Purchaser.

4.8 Applicants shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Materials, Equipment and Services

5.1 There are no restrictions regarding the country of origin of materials and equipment to be supplied under the Contract and financed by KfW.

B. Contents of Bidding Document

6. Sections of Bidding

6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any

- Document**
- Addenda issued in accordance with ITB 8.
- Section 1 - Instructions to Bidders (ITB)
 - Section 2 - Bid Data Sheet (BDS)
 - Section 3 - Evaluation and Qualification Criteria (EQC)
 - Section 4 - Qualification Forms (QLF)
 - Section 5.1 – General Bidding Forms
 - Section 5.2 – Bidding Forms
 - Section 6 - Purchaser's Requirements (ERQ)
 - Section 7 - General Conditions (GCC)
 - Section 8 - Particular Conditions (PCC)
 - Section 9 - Contract Forms (COF)
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Purchaser in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Project Implementation Unit (PIU) (acting on behalf of the Purchaser) in writing at the PIU address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The PIU will respond in writing to any request for clarification, provided that such request is received no later than sixteen (16) days prior to the deadline for submission of bids. The PIU shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the PIU deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting and the Site Visit if provided for in the BDS. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions rose, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Form of Bid;
 - (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
 - (c) Bid Security, in accordance with ITB 19;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV

shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed agreement.

- 12. Form of Bid, and Schedules**
- 12.1 The Form of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 5.1 and 5.2 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted unless otherwise stated in Section 5. All blank spaces shall be filled in with the information requested.
- 12.2 Where the Technical Data Sheets in Section 5.2 ask for a “manufacturer”, the bidder shall clearly state one manufacturer. This manufacturer shall be binding for the contract and only changed in exceptional cases and with the written approval of the Engineer.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Purchaser’s design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Purchaser.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the supplies. Such parts will be identified in the BDS and described in Section 5.2 (Purchaser’s Requirements).
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Form of Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Form of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Form of Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Tables of Adjustment Data included in Section 5 (Bidding Forms) and the Purchaser may require the Bidder to justify its proposed indices and weightings.

- 14.6 All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 15. Currencies of Bid and Payment** 15.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.
- 16. Documents Comprising the Technical Proposal** 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 5.1 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder** 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets and Section 5.1 (Bidding Forms).
- 18. Period of Validity of Bids** 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 19. Bid Security** 19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. The amount shall be as specified in the BDS.
- 19.2 The bid security shall be, at the Bidder's option, in any of the following forms if not otherwise stated in the BDS:
- an unconditional bank guarantee;
 - an irrevocable letter of credit; or
 - a cashier's or certified check;
- from a reputable bank from an eligible country. In the case of a bank guarantee, the bid security shall be submitted using the Bid Security Form included in Section 5 (Bidding Forms). The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.3 Any bid not accompanied by an enforceable and compliant bid security, if one is required in accordance with ITB 19.1, shall be rejected by the Purchaser as non responsive.
- 19.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.
- 19.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.6 The bid security may be forfeited:
if a Bidder withdraws its bid during the period of bid validity specified by

the Bidder on the Form of Bid, except as provided in ITB 18.2 or if the successful Bidder fails to:

- sign the Contract in accordance with ITB 40;
- furnish a performance security in accordance with ITB 41;
- accept the correction of its Bid Price pursuant to ITB 31.2;

19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid or in the name of the leading member as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for printed literature, shall be signed or initialed by the person signing the bid. All pages of the bid shall have a consecutive numbering.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with BDS 22.1;
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal of Bids

24.1 A Bidder may withdraw its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies).. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Form of Bid or any extension thereof.

25. Bid Opening

25.1 The Purchaser shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Form of Bid and Bill of Quantities are to be initialed by at least three representatives of the Purchaser attending bid opening. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, and comparison, of bids and recommendation of contract award, shall not be disclosed to

Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

- 26.2 Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- "Deviation" is a departure from the requirements specified in the Bidding Document;
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
- (i) affect in any substantial way the scope, quality, or performance of the Works or Goods specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 5.2 (Purchaser's Requirements) have been met without any material deviation or reservation.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and**
- 30.1 Provided that a bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation,

- reservation or omission.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price compared to the respective unit price of competitors, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.
- 32. Conversion to Single Currency**
- 32.1 Not applicable
- 33. Margin of Preference**
- 33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 34. Evaluation of Bids**
- 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a bid, the Purchaser shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) adjustment for nonconformities in accordance with ITB 30.3;
 - (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);
- 34.3 If the bid, which results in the most favorable bid, is seriously unbalanced

or front loaded in the opinion of the Purchaser, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Purchaser may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.

- 35. Comparison of Bids** 35.1 The Purchaser shall compare all substantially responsive bids to determine the most favorable bid, in accordance with ITB 34.2.
- 36. Qualification of the Bidder** 36.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the most favorable Bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria** 38.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the most favorable evaluated bid following the criteria in Section 3, and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Notification of Award** 39.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Supplier to remedy any defects therein as prescribed by the Contract.
- 39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40. Signing of Contract** 40.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 40.2 Within twenty-eight days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41. Performance Security** 41.1 Within twenty-eight days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Purchaser.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security. In that event the Purchaser may award the Contract to the next favorable evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

- 41.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.
- 42. Advance Payment**
- 42.1 The Purchaser shall make an advance payment based on the Contract Price as stipulated in the terms of the contract and the respective clause in the Bidding Data.
- 43. Reimbursements, Guarantees or Similar Claimable Payments**
- 43.1 Reimbursements, guarantees or similar claimable payments and any insurance payments shall be made for the account of the Purchaser to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) with KfW shall credit to the Purchaser.

Section 2 - Bid Data Sheet

This section consists of provisions that are specific to the procurement and supplement the information or requirements included in Section 1 Instructions to Bidders.

A. General

ITB 1.1	The name of the Purchaser is: Batumi Municipality City Hall
ITB 1.1	The identification number of the contract is: KFW/BMZ 201166719 – 201397728/ Batumi/PH III/C 4 “KfW procurement no: 501708”
ITB 2.1	The name of the project and of this contract is: Rehabilitation of Municipal Infrastructure in Batumi Phase III- Supply of house connection material – LOT 4 Storm Water
ITB 4	Bidders will be evaluated during the Post –Qualification process, in line with KfW Guidelines for Procurement of Supplies and Work Contracts under Financial Cooperation with developing Countries.

B. Bidding Documents

ITB 7.1	<p>For clarification purposes only, the PEA address is:</p> <p>Attention:</p> <p>Batumi Municipality City Hall Mayor Mr. Lasha Komakhidze 25 Luka Asatiani Str. City: Batumi ZIP Code: 6010 Country: Georgia Telephone/Fax: +995 422 27 26 07 Electronic mail address:, batumiproject@gmail.com or jaba.tugushi@gmail.com copy to j.tugushi@batumi.ge and harald.valdix@macsonline.de Requests for clarification should be directed to above e-mail addresses exclusively by e-mail and will be replied by e-mail.</p> <p>Copy to:</p> <p>KfW Entwicklungsbank Department LEE3 Attn. Ms. Kathrin Prasse “KfW procurement no: 501708” Palmengartenstr. 5-9 60 325 Frankfurt, Germany Kathrin.Prasse@kfw.de</p>
ITB 7.4	A Pre-Bid meeting will NOT take place.

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 11.	<p>The Bidder shall submit his Bid comprising the following documents in form as given in Section IV and V:</p> <ul style="list-style-type: none"> a) Form of Bid b) copy of Joint Venture Agreement entered into by all members, as specified in ITB 11.2. c) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14 d) alternative bids, if permissible, in accordance with ITB 13 e) Technical Proposal in accordance with ITB 16 f) Bid Security in accordance to ITB 19 g) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 h) filled Data Sheets with required additional information <p>The Bid shall be prepared according to clause ITB 20 and presented according to clause ITB 21.</p> <p>The Bid shall contain “Inner and Outer Envelopes”:</p> <p>The “Outer Envelope” shall contain all filled out “General biddings Form” from Section 4 and separate and sealed “Inner Envelope I” and “Inner Envelope II”!</p> <p>The “Inner Envelope I” shall contain Technical Information and Data Sheets (5.2.1.)!</p> <p>The “Inner Envelope II” shall contain the filled out Bill of Quantities (5.2.2.) and the filled out General Bidding Form (Section 5.1.)!</p>
ITB 11.1	The Applicant shall submit with its application the following additional documents: KfW Form for “Declaration of Undertaking”
ITB 13.1	Alternative bids are not allowed.
ITB 14.5	The prices quoted by the Bidder shall be fixed prices (price adjustment shall not be allowed)
ITB 14.6	The unit rates shall not include taxes and VAT payable in Georgia, import duties and other possible charges. These cost components shall be priced separately for each item in the BOQ.
ITB 15.1	The unit rates and the prices shall be quoted by the bidder entirely in: EURO
ITB 18.1	The bid validity period shall be 90 days .
ITB 19.1	A bid security shall be submitted with an amount of 50.000 € (fifty thousand EURO)

ITB 19.2	The bid security must be in the form of an unconditional bank guarantee in line with the form in Section 4 (QF)
ITB 20.2	<p>a) In case of a single entity the written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney.</p> <p>b) In case of a JV the written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Authorization signed by all JV members. Also for the signatory of each JV member or specialized Subcontractor a Power of Attorney shall be furnished.</p>
ITB 20.4	The bidders shall submit with the original bid an electronic version (CD) of the priced BOQ in .xls format.
ITB 21, ITB 22	<p>The Bid shall be presented in 1 (one) “Original” and 3 (three) Copies as detailed in clause ITB 22.</p> <p>In addition to that, one copy shall be submitted to KfW Frankfurt. This copy shall be submitted only in electronic form on two separate CD Roms/DVDs and included in two separate and sealed envelopes to be placed together in one outer envelope</p>

D. Submission and Opening of Bids

<p>ITB 21.1 – 21.3</p>	<p>The Bitter shall enclose the Original and 3 Copies of the Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY” as specified in ITB 21.1. These envelopes containing the original and the copies shall then be enclosed in one single (outer) envelope.</p> <p>The Inner and outer envelope shall bear markings as defined in ITB 21.2.</p> <p>This single envelope should name the Name of the Program and the name and number of the tender. The single envelope should be addressed on the address stated in ITB 22.1. It should also name the senders name and address.</p>
<p>ITB 22.1</p>	<p>For bid submission purposes only, the Employer’s address is:</p> <p>Submit the original and three copies to:</p> <p>Batumi Municipality City Hall, Mayor Mr. Lasha Komakhidze 25 Luka Asatiani Str. Batumi ZIP Code: 6010 Country: Georgia Telephone: +995 422 27 26 07</p> <p>Electronic mail address:, batumiproject@gmail.com or jaba.tugushi@gmail.com copy to j.tugushi@batumi.ge and harald.valdix@macsonline.de</p> <p>The deadline for bid submission is:</p> <p>Date: 21.08.2018. Time: 12:00 hours (Georgian time)</p> <p>Submit one additional copy simultaneously to:</p> <p>(only electronic form on two separate CD Roms/DVDs, included in two separate and sealed envelopes to be placed together in an outer envelope)</p> <p>KfW Entwicklungsbank Department LEE3 Attn. Ms. Kathrin Prasse “KfW procurement no: 501708” Palmengartenstr. 5-9 60 325 Frankfurt, Germany Kathrin.Prasse@kfw.de</p> <p>For timely delivery only the submission to Municipality of Batumi is relevant. No electronic submission of bids (including fax transmission) is allowed!</p>
<p>ITB 25.1</p>	<p>The public opening session for opening the outer envelopes will take place at:</p>

	<p>Batumi Municipality City Hall Meeting room second floor 25 Luka Asatiani Str. Batumi ZIP Code: 6010 Country: Georgia Date: 21.08.2018 Time: 12:15 hours (Georgian time)</p>
ITB 25.3	No initialing of bids by Purchaser's representatives is foreseen.

E. Evaluation and Comparison of Bids

Add 35.2	The most favorable bid shall be determined by transparent bid evaluation procedure. (See ITB 38)
Add ITB 37.2	<p>The Employer reserves the right to cancel the Bid and not to award any of Bidders.</p> <p>The Employer reserves the right to reduce or amend the content of the BoQ.</p>

F. Award of Contract

ITB 38	<p>A bid evaluation report on will be prepared by the Purchaser and sent to KfW with a recommendation on the award of the contract.</p> <p>The Purchaser will only award the contract, after the no-objection of KfW has been received in writing on this evaluation report.</p>
Add ITB 40.3	Notwithstanding the notification by the Employer a legally binding contract can only come into force upon the written approval of the Contract Agreement by KfW-Frankfurt.

Section 3

Evaluation and Qualification Criteria

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Section 3.1 Criteria for Post Qualification – Outer Envelope

To be eligible for further technical and financial evaluation (for opening of “Inner Envelope”) an Applicant must meet the minimum requirements for “Administrative Compliance”, for “Eligibility and Pending Litigation”.

Note that eligibility will be evaluated per applicant, whereas the technical evaluation will be done separately!

Only for bidders who pass post qualification the Inner Envelope will be opened.

1. Administrative Compliance

To assess the compliance of each of the Applications with the essential requirements the attached grid will be used. All Items have to be fulfilled, respectively all documents have to be included.

Item No.	Reference Clause (Instructions to Bidders ITB and Bid Data Sheet BDS, Forms)	I. Administrative Compliance Criteria
1,1	ITB 22.1 and 22.2, BDS	Timely submission
1,2	ITB Clause 21	Sealed and intact package, duly marked
1,3	ITB Clause 20.1, BDS	One original and 3 copies of the Bid
1,4	ITB Clause 20.2, BDS	Written confirmation authorizing the signatory (Power of Attorney)
1,5	ITB Clause 10.1	Bid submitted in the English language
1,6	BDS	Application Submission Sheet duly completed and signed
1,7	BDS	Declaration of Undertaking duly signed
1,8	Form ELI-1.1	Applicants Information Sheet duly completed and signed
1,9	Form ELI 1.2	JV Information Sheet duly completed and signed
1,10	ITB Clauses 4.1 and 4.2	Articles of incorporation or constitution of the legal entity are attached (Registration Documents) - Applicant - Joint Venture Partner or Specialized Subcontractor
1,11	ITB Clause 4.1	Letter of Intent to form JV agreement or JV Agreement attached (in case of JV only)
1,12	ITB Clause 4.6	In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Clause 4.6.

All of the criteria have to be fulfilled.

2. Eligibility

The following criteria will be evaluated. All the requirements have to be met!

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			
Requirement			All Partners Combined	Each Partner	One Partner
2.1 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 4.4.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Application Submission Sheet
2.2 Eligibility					
Not having been declared ineligible as described in ITB Sub-Clauses 4.2, 4.4 and 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Application Submission Sheet KfW Declaration of Undertaking
Minimum annual turnover of EUR 2,0 million € /year of the last 3 years ;	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Application Submission Sheet KfW Declaration of Undertaking
2.3 Government-owned Entity					
Applicant required to meet conditions of ITB Sub-Clause 4.6.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI -1.1, ELI -1.2 with attachments

3. Pending Litigation

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			
Requirement			All Partners Combined	Each Partner	One Partner
3.1 Pending Litigation					
All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than 60 percent of the Applicant's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

4. Experience

The applicant has to prove that he has experience in handling contracts of similar size and complexity in English language. The following requirement has to be met.

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture		Submission Requirements	
All Partners Combined		Each Partner	One Partner		
<p>Number of contracts successfully completed as main supplier within the last three years.</p> <p>Supply contracts of supply of similar materials (accumulated) minimum EUR 800,000 during the last three years</p> <p>The nature, and complexity of these contracts should be comparable to the contract for which the applicant applies for.</p> <p>Each of the contracts must have been handled in English language and must have included import or export of goods with customs fee exemption.</p>	2	2	1	1	Form: Contractual Experience

Note:

The Bidder needs to complete the respective forms included in Section 4 – “Qualification Forms” to prove compliance with above criteria.

Section 3.2 Criteria for Technical and Financial Evaluation – Inner Envelope

This Section contains all the criteria that the Purchaser shall use to technically and financially evaluate bids of post qualified Bidders. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 5.1 “Bidding Forms”.

1. General

Only tenderers who have fulfilled all requirements of the post qualification (as defined in Section 3.1 above) will be permitted for further evaluation.

Before beginning a detailed analysis of the tenders, the Evaluation Committee will check that each tender:

- has been properly signed,
- includes the required Tender Guarantee, and
- complies with the formal requirements of these Tender Documents (Formal Compliance)

2. Formal Compliance

It will be checked if the bid is complete and all formal requirements as listed in the following table are met.

Item No.	Reference Clause	I. Formal Compliance
1	ITB 11.1a Form of Bid	submitted and signed
2	ITB 11.1c Bid Security acc. ITB 19	Amount as specified in ITB, expiry date 28 d beyond validity period of bid
3	ITB 14	BOQ filled correctly
4	ITB 20.2	Power of attorney included
5	Section 5.1, ITB 6.4	Technical Information and Data Sheets in Section 5.1 filled

A bidder which does not comply with these requirements will be excluded from further evaluation.

3. Technical and financial evaluation

The following rules apply to the overall evaluation and the ranking of the bids.

- Formal Compliance is minimum criteria. Bids not complying to any of the criteria will be rejected. Formal compliance will be checked for each bidder.
- The evaluation of the technical bid follows a pass / fails approach.
- The tenderer who complies with the technical requirements and submitted the proposal with the lowest bid will be invited for contract negotiation

The distribution of technical and financial evaluation is shown in detail in the following:

Description of evaluated items	
Technical Evaluation	Compliance with specifications and quality requirements
PPM Pipe and fittings	Pass / Fail
Rain inlets and rain gratings	Pass / Fail
Inspection chamber	Pass / Fail
Total technical evaluation	Pass / Fail
Financial Evaluation	
Form of bid	Pass / Fail
Bid price	The contract negotiation will be based on lowest corrected bid price of considered bidder

Section 4 – Qualification Forms

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Application Submission Sheet		2
Declaration of Undertaking		3
Applicant Information Sheet		4
JV Information Sheet		5
Pending Litigation		6
Experience		7
Form of Bid Security		8
Power of Attorney of Signatory		9

All forms to be submitted with the **Outer Envelope**

The “Outer Envelope” shall contain all filled out “General biddings Form” from Section 4 and separate and sealed “Inner Envelope I” and “Inner Envelope II”.

Application Submission Sheet

Date:

Contract ICB No.:

To:

We, the undersigned, apply to be qualified for the following LOTs: (*indicate LOTs you want to apply for*)

.....
.....

and declare the following.

- (a) We have examined and have no reservations to the Qualification Document and conditions.
- (b) We, including any subcontractors or suppliers for any part of the contract(s) resulting from this qualification, do not have any conflict of interest in accordance with ITB Clause 4.
- (c) We, including any subcontractors or suppliers for any part of the contract(s) resulting from this qualification, have not been declared ineligible by KfW or any other international Donor. No sanctions by the UN Security Council or the EU or the German Government have been imposed on us.
- (d) We are not a Government-owned entity. ⁽¹⁾
- (e) We, plan to subcontract the following key activities:
- (f) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the pre-qualification process:

Name of Recipient	Address	Reason	Amount
.....
.....

(If none has been paid or is to be paid, indicate "none.")

- (g) We understand that you may cancel the bidding process at any time, cancel any or several of the LOTs and that you are not bound to accept any bid, without incurring any liability to the bidders, in accordance with ITB Clause 9.

Name

In the capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

(1) Government-owned entities must replace para (e) with the following statement: "We are a government-owned entity but meet the requirements of ITB sub-clause 4.6"

Declaration of Undertaking

Date:

ICB No.:

We underscore the importance of a free, fair and competitive procurement procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines^[1].

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards. We will inform our staff about their respective obligations and of their obligation to fulfil this Declaration of Undertaking and to obey the laws of the country of Georgia.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the Client and/or KfW, the Client is entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to cancel such contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

Date and Place:.....

Name of Company:.....

Name and function of the signatory:

Signature of Authorised Representative:

1) See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries” and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”

Form ELI – 1.1

Applicant Information Sheet

Date:
 ICB No.:
 Pageof pages

Applicant Information	
Applicant's legal name	
In case of JV, legal name of each partner	
Applicant's country of constitution	
Applicant's year of constitution	
Applicant's legal address in country of constitution	
Applicant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above. <input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB Clause 20. <input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Clause 11.2. <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB Clause 4.6. 	

Form ELI – 1.2

JV Information Sheet
for JV Partners and Specialist Subcontractors as per ITA 24.2

Date:
ICB No.:
Pageof pages

Each member of a JV and Specialist Subcontractors must fill in this form

JV / Specialist Subcontractor Information	
Applicant's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB Clause 4.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB Clause 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Clause 4.6.</p> <p><input type="checkbox"/> 4. In case of Specialist Subcontractors, a formal intent to enter into an agreement similar as for a JV as per ITB Clause 11.2.</p>	

Form LIT – 1

Pending Litigation

Applicant’s Legal Name:
JV Partner Legal Name:

Date:

ICB No.:

Pageof pages

Each Applicant or member of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.1 of Section III, Qualification Criteria			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.1 of Section III, Qualification Criteria, as indicated below			
Year	Matter in Dispute	Value of Pending Claim in EURO Equivalent	Value of Pending Claim as a Percentage of Net Worth

Experience

Applicant's Legal Name: _____

Date: _____

Joint Venture Party Legal Name: _____

ICB No. _____

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Applicant
_____	_____	Contract name: Brief Description of the supplies which can proof the similarity to the applied contract and experience as specified in Section 3: Name and Address of Purchaser: Financing source for contract: Conditions of contract ruling for the contract: Value of the contract:	_____ _____
_____	_____	Contract name: Brief Description of the supplies which can proof the similarity to the applied contract and experience as specified in Section 3: Name and Address of Purchaser: Financing source for contract: Conditions of contract ruling for the contract: Value of the contract:	_____ _____
Continue as required			

** List contracts chronologically, according to their commencement (starting) dates*

Form of Bid Security

Address of guarantor bank:

Address of Beneficiary (contracting agency):

Municipality of Batumi, 25 Luka Asatiani Str., 6010 Batumi, Georgia

We, the undersigned(Guarantor), in order to enable
..... (Bidder) to bid for **“Rehabilitation of Municipal
Infrastructure in Batumi: Supply of house connection material – storm water”**,

hereby irrevocably and independently guarantee to pay to you an amount of up to a total of

..... waiving all objections
and defenses.

We shall effect payments under this guarantee on your first written demand, which must be
accompanied by your confirmation that you have accepted the above-mentioned bid and that the
firm is no longer prepared to abide
by this bid.

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded
telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total
amount to be claimed hereunder.

This guarantee is governed by the laws of Georgia

.....

Date:

.....

Guarantor

Power of Attorney of Signatory

Insert here below the Power of Attorney of the signatory.

Section 5.1 – General Bidding Form

Note: The filled forms of that Section go into the “**Inner Envelope II**” as per BDS –
Clause 11.

The “Inner Envelope I” shall contain Technical Information and Data Sheets (5.2.1.)!

The “Inner Envelope II” shall contain the filled out Bill of Quantities (5.2.2.) and the filled out General Bidding Form (Section 5.1.)

The “Outer Envelope” shall contain all filled out “General biddings Form” from Section 4 and separate and sealed “Inner Envelope I” and “Inner Envelope II”.

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Form of Bid	2
--------------------------	----------

Form of Bid

Date:

To the Municipality of Batumi

25 Luka Asatiani Str.
6010 Batumi
Georgia

We offer to execute in conformity with the Bidding Documents the following Services:

**“Rehabilitation of Municipal Infrastructure in Batumi –
Supply of house connection material – storm water”**

The total price of our bid excluding VAT, taxes, import duties and other possible charges and excluding any discounts as offered below is:

	Amount in numbers in EURO	(Amount in words in EURO)
PART I		
PART II		
PART III		
TOTAL		

The discounts offered and the methodology and conditions for their application are:

.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents including Addenda issued in accordance with the ITB 8.
- (b) We have collected the needed information on conditions of supply and studied all other circumstances that may influence the contract execution
- (c) We have studied the potential of our sub-contractors
- (d) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3;
- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the Purchaser’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (i) We are not a Government owned entity. / We are a Government owned entity but meet the requirements of ITB 4.6; *(delete relevant section of this sentence)*
- (j) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We accept further that the Employer reserves the right to reduce or amend the content of the Bid and that you are not bound to accept the lowest evaluated bid.
- (l) In case of our Bid being accepted, we shall not make any requests regarding the change of the offered price for the said services and supplies.
- (m) We accept the given delivery schedule (Section 5.2)
- (n) The advance payment is: EURO.(.....) which is 20 percent of our Contract Price

LOT	€
-----	---

Authorized and binding signature: _____

Name and function of the signatory: _____

Name of the Bidder: _____

Address: _____

Date of signing: ____/____/____

Section 5.2

Bidding Forms

Note: The filled forms of that Section go into the “**Inner Envelope**” as per BDS – Clause 11 as following:

The “Inner Envelope I” shall contain Technical Information and Data Sheets (5.2.1.)!

The “Inner Envelope II” shall contain the filled out Bill of Quantities (5.2.2.) and the filled out General Bidding Form (Section 5.1.)

The “Outer Envelope” shall contain all filled out “General biddings Form” from Section 4 and separate and sealed “Inner Envelope I” and “Inner Envelope II”.

Table of Contents

5.2.1. Technical Information and Data Sheets.....	2
5.2.2. Bill of Quantities.....	75

5.2.1 Technical Information and Data Sheets

The Bidder is requested to fill in all enclosed Tables of basic technical information on the items listed in the tables below.

The tables shall be completed by attaching technical brochures and information as requested. Attachments under each table shall be collected in consecutive order with dividers between each table.

Technical Information and Data Sheets

PART I

PP pipes and fittings

Manufacturer	
County of manufacture	
Type	
Material pipe and fitting	
DIN EN standard of pipe production	
Kind of sealing system	
DIN EN standard of seal	
Colour of pipe and fitting	
Ring stiffness (kN/m ²) DIN ISO 9969	

PART II

Polymer drainage channel

Manufacturer	
County of manufacture	
Type	
Characteristic dimension	
Class (A/B/C/D) accordance with DIN EN 124	
Polymer drainage channel – Material Standard	
Channel covering material - Standard	
DN of down drain exit	

Polymer sump bit

Manufacturer	
County of manufacture	
Type	
Characteristic dimension	
Class (A/B/C/D) accordance with DIN EN 124	
Polymer sump bit – Material Standard	
Covering material and standard	

Viaduct gully with down exit

Manufacturer	
County of manufacture	
Type	
Characteristic dimension	
Class (A/B/C/D) accordance with DIN EN 124	
DN of down drain exit	
Viaduct gully material and standard	
Covering material and standard	

Viaduct gully with horizontal exit

Manufacturer	
County of manufacture	
Type	
Characteristic dimension	

Class (A/B/C/D) accordance with DIN EN 124	
DN of horizontal drain exit	
Viaduct gully material and standard	
Covering material and standard	

Rain Water Gratings 800 x 800

Manufacturer	
County of manufacture	
Type	
Characteristic dimension	
Class (A/B/C/D) accordance with DIN EN 124	
Material of cover	
Standard of material	
Weight per piece (frame + cover) kg	

Rain Water Gratings 600 x 600

Manufacturer	
County of manufacture	
Type	
Characteristic dimension	
Class (A/B/C/D) accordance with DIN EN 124	
Material of cover	
Standard of material	
Weight per piece (frame + cover) kg	

Rain Water Gratings 520 x 520

Manufacturer	
County of manufacture	
Type	
Characteristic dimension	
Class (A/B/C/D) accordance with DIN EN 124	
Material of cover	
Standard of material	
Weight per piece (frame + cover) kg	

PART III**Inspection Chamber**

Manufacturer	
County of manufacture	
Type	
Material of chamber base and standard	
Material of chamber riser pipe and standard	
Material of chamber telescopic and standard	
Class (A/B/C/D) accordance with DIN EN 124	
Covering material and standard	

5.2.2. Bill of Quantities

Preamble, instructions and recommendations for filling the BOQ

- i) The bidder needs to complete all columns of the BoQ, that is the unit price, the net price and also, the columns for import duty and for VAT. In case no import duty is applicable, put “0”.
- ii) The items should be supplied after the notification of award in one shipping. In case two or more shippings are required, the written confirmation from the employer is requested.
- iii) The tenderer reserves the right to increase or decrease the number of items by +/- 30%.
- iv) The following has to be considered when calculating the unit prices:

The prices shall include:

- a. Transport and insurance costs
- b. Testing as specified
- c. Offloading at the place of delivery
- d. Assistance in open package inspection
- e. Costs for customs agent and eventual administrative fees for customs procedure
- f. Costs for procedures for customs exemption

BoQ House Connection Material – LOT

The attached excel table “BoQ Material” is to filled out.

Note: The filled table go into the “**Inner Envelope**” as per BDS – Clause 11.

BoQ

PART NUMBER	Item Description	Amount EURO excluding VAT / Imp. Duties and other possible Charges
GRAND SUMMARY		
Part I - PP-Pipes, PP-Fittings		
Part II - Rain inlet		
Part III - Inspection chamber		
(A) TOTAL OF BILLS		
(C) SUB TOTAL excl. VAT, Import Duties and other Charges (A) + (B) (Carried Forward to Form of Bid)		
(D) Import duties and other possible charges		
(E) VAT		
BID PRICE (C) + (D) + €		

Number	Item Description	Unit	Quantity	Rate	Amount
				EURO	EURO
				excluding VAT / Imp. Duties	excluding VAT / Imp. Duties
	Part I: PP-Pipes, PP-Fittings				
	As specified by the purchasers requirements				
1	PP-MD Pipe DN 110; 1 m	pcs	3.700		
2	PP-MD Pipe DN 110; 2 m	pcs	2.800		
3	PP-MD Pipe DN 110; 5 m	pcs	550		
4	PP-MD Pipe DN 160; 1 m	pcs	6.500		
5	PP-MD Pipe DN 160; 2 m	pcs	10.000		
6	PP-MD Pipe DN 160; 5 m	pcs	4.100		
7	PP-MD Pipe DN 200; 1 m	pcs	2.000		
8	PP-MD Pipe DN 200; 2 m	pcs	1.500		
9	PP-MD Pipe DN 200; 5 m	pcs	1.500		
10	Elbow 15°, DN 110	pcs	1.200		
11	Elbow 15°, DN 160	pcs	1.200		
12	Elbow 15°, DN 200	pcs	500		
13	Elbow 30°, DN 110	pcs	1.400		
14	Elbow 30°, DN 160	pcs	3.500		
15	Elbow 30°, DN 200	pcs	700		
16	Elbow 45°, DN 110	pcs	4.000		
17	Elbow 45°, DN 160	pcs	8.000		
18	Elbow 45°, DN 200	pcs	1.000		
19	Elbow 87°, DN 110	pcs	2.000		
20	Elbow 87°, DN 160	pcs	500		
21	Branche 45°, DN 110/110	pcs	3.500		

22	Branche 45°, DN 160/110	pcs	4.500		
23	Branche 45°, DN 160/160	pcs	3.500		
24	Branche 45°, DN 200/160	pcs	800		
25	Branche 45°, DN 200/200	pcs	400		
26	Branche 87°, DN 160/160	pcs	500		
27	Coupler DN 110	pcs	500		
28	Coupler DN 160	pcs	500		
29	Coupler DN 200	pcs	200		
30	Double socket DN 110	pcs	4.500		
31	Double socket DN 160	pcs	4.500		
32	Double socket DN 200	pcs	1.000		
33	Plug DN 110	pcs	750		
34	Plug DN 160	pcs	850		
35	Plug DN 200	pcs	640		
36	Reducer 160/110	pcs	2.000		
37	Reducer 200/160	pcs	1.400		
38	Reducer for cast iron pipe PVC-U DN160/110	pcs	500		
39	Lip seal DN 110	pcs	100		
40	Lip seal DN 160	pcs	200		
41	Lip seal DN 200	pcs	100		
42	Lubricant 500 ml,	pcs	1.000		
	TOTAL				

Number	Item Description	Unit	Quantity	Rate EURO excluding VAT / Imp. Duties	Amount EURO excluding VAT / Imp. Duties
	Part II - Rain inlet				
	As specified by the purchasers requirements				
1	Polymer drainage channel 200x1000x130, with bottom exit	pcs	1.800		
	with ductile iron grating, with blind cover both sides, with bottom exit DN 100; C 250				
2	Polymer sump pit, C 250	pcs	750		
	with ductile iron grating - locked; outlet DN 100				
3	Viaduct Gully with down exit, C 250	pcs	570		
4	Viaduct Gully with lateral exit, C 250	pcs	250		
5	Cast Iron Rain gratings, D400, with frame ; 800x800	pcs	130		
6	Cast Iron Rain gratings, D400, with frame ; 600x600	pcs	130		
7	Cast Iron Rain gratings, D400, with frame ; 520x520	pcs	130		
	TOTAL				0,00

Number	Item Description	Unit	Quantity	Rate EURO excluding VAT / Imp. Duties	Amount EURO excluding VAT / Imp. Duties
	Part III - Inspection Chamber				
	As specified by the purchasers requirements				
1	Chamber base DN 400; inlet/outlet DN 160	pcs	500		
2	Chamber base DN 400; inlet/outlet DN 200	pcs	200		
3	Chamber base DN 400; inlet DN 160 right-middle-left /outlet DN 160	pcs	250		
4	Chamber base DN 400; inlet DN 200 right-middle-left /outlet DN 200	pcs	220		
5	Chamber riser pipe DN 400, 1,5 m length	pcs	280		
6	Chamber telescopic cover, DN 315, B 125, with ventilation holes	pcs	920		
7	Chamber telescopic cover, DN 315, D 400, with ventilation holes	pcs	250		
	TOTAL				

Section 6

Purchasers Requirements

Schedule of Requirement – Technical Specification

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Schedule of Requirements – Technical Specifications

1.1. General Requirements:

All of the following goods shall be supplied DDU to Batumi.

1.2. Requirements of PART's

1.2.1. PART I - Polypropylene (PP) pipes and fittings

Only PP pipes and fittings complying with the following standards shall be provided:


DIN EN 14758	Plastics piping systems for non-pressure underground drainage and sewerage - Polypropylene with mineral modifiers (PP-MD)
DIN EN 681	Elastomeric seals - for pipe joint seals used in water and drainage applications
DIN ISO 9969	Test method for determining the ring stiffness of thermoplastics pipes
RAL 6017	Colour – spring green; or other colour, when all above standards are fulfilled.




Pip structure: full wall pipe system with homogenous wall structure;




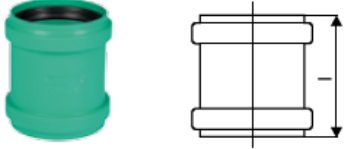
Ring stiffness: SN 10 with equal to or greater than 10kN/m² acc. to DIN ISO 9969;

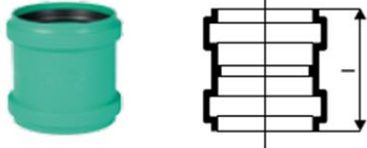






Wear Resistant, Impact proof, Chemically Resistant (pH 2 - pH 12);




In the following all materials and the respective specifications are described:

No.		Properties
1	Pipe DN 110	Material: PP-MD Length: 1 m, include lip seal 
2	Pipe DN 110	Material: PP-MD Length: 2 m, include lip seal
3	Pipe DN 110	Material: PP-MD Length: 5 m, include lip seal
4	Pipe DN 160	Material: PP-MD Length: 1 m, include lip seal
5	Pipe DN 160	Material: PP-MD Length: 2 m, include lip seal
6	Pipe DN 160	Material: PP-MD Length: 5 m, include lip seal

7	Pipe DN 200	Material: PP-MD Length: 1 m , include lip seal
8	Pipe DN 200	Material: PP-MD Length: 2 m , include lip seal
9	Pipe DN 200	Material: PP-MD Length: 5 m , include lip seal
10	Elbow DN 110 (Bend 15°)	Material: PP-MD, include lip seal 
11	Elbow DN 160 (Bend 15°)	Material: PP-MD, include lip seal
12	Elbow DN 200 (Bend 15°)	Material: PP-MD, include lip seal
13	Elbow DN 110 (Bend 30°)	Material: PP-MD, include lip seal 
14	Elbow DN 160 (Bend 30°)	Material: PP-MD , include lip seal
15	Elbow DN 200 (Bend 30°)	Material: PP-MD, include lip seal
16	Elbow DN 110 (Bend 45°)	Material: PP-MD, include lip seal 
17	Elbow DN 160 (Bend 45°)	Material: PP-MD, include lip seal
18	Elbow DN 200 (Bend 45°)	Material: PP-MD, include lip seal
19	Elbow DN 110 (Bend 87°)	Material: PP-MD, include lip seal

		
20	Elbow DN 160 (Bend 87°)	Material: PP-MD, include lip seal
21	Branch DN 110/110 45°	Material: PP-MD, include lip seal 
22	Branch DN 160/110 45°	Material: PP-MD, include lip seal
23	Branch DN 160/160 45°	Material: PP-MD, include lip seal
24	Branch DN 200/160 45°	Material: PP-MD, include lip seal
25	Branch DN 200/200 45°	Material: PP-MD, include lip seal
26	Branch DN 160/160 87°	Material: PP-MD, include lip seal 
27	Coupler DN 110	Material: PP-MD, include lip seal 
28	Coupler DN 160	Material: PP-MD, include lip seal
29	Coupler DN 200	Material: PP-MD, include lip seal
30	Double socket DN 110	Material: PP-MD, include lip seal

		
31	Double socket DN 160	Material: PP-MD, include lip seal
32	Double socket DN 200	Material: PP-MD, include lip seal
33	Plug DN 110	Material: PP-MD 
34	Plug DN 160	Material: PP-MD 
35	Plug DN 200	Material: PP-MD 
36	Reducer, eccentric 160/110	Material: PP-MD, include lip seal 
37	Reducer, eccentric 200/160	Material: PP-MD, include lip seal
38	Reducer for cast iron pipe PVC-U DN160/110	Material PVC-U 
39	Lip Seal DN 110	Material: SBR 
40	Lip Seal DN 160	Material: SBR

		
41	Lip Seal DN 200	Material: SBR 
42	Lubricant 500 ml	Suitable for lip seal SBR 

The guarantee for the pipes, fittings and valves offered shall be a minimum of 12 months from the date of delivery to the buyer. The performance bond (Bank guarantee) shall be 10% of the total contract value and will have to be issued to the buyer for the guarantee period and provided to the buyer latest 14 days after contract signing. After the guarantee period the bank guarantee will be returned to the supplier.


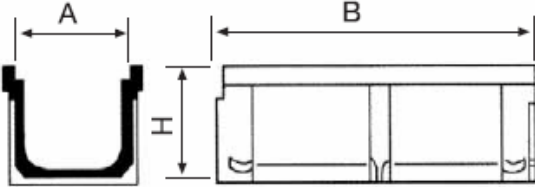

1.2.2. PART II - Rain inlets and chamber covers

Only rain inlets complying with the following standards shall be provided:

Polymer drainage channel: DIN EN 1433 "Drainage channels for vehicular and pedestrian areas" - classes, design and test requirements, for designation and quality control requirements and guidelines, including load


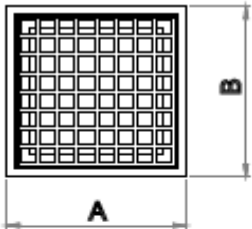
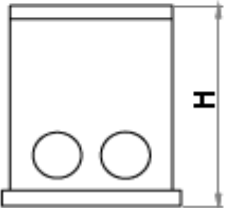
Channel covering material: GGG50 – DIN EN 1563, EN-GJS-500-7, DIN 1693

In the following all materials and the respective specifications are described:

No.		Properties								
1	Polymer drainage channel; 200x1000x130	<p>Material: Polymer according DIN EN 1433; with cover, material ductile iron GGG50 - locked</p>   <table border="1" data-bbox="708 1234 1138 1339"> <thead> <tr> <th>A [mm]</th> <th>B [mm]</th> <th>H [mm]</th> <th>Load class</th> </tr> </thead> <tbody> <tr> <td>200</td> <td>1000</td> <td>130</td> <td>C 250</td> </tr> </tbody> </table> <p>With blind cover both sides</p>  <p>With bottom exit DN 100</p>	A [mm]	B [mm]	H [mm]	Load class	200	1000	130	C 250
A [mm]	B [mm]	H [mm]	Load class							
200	1000	130	C 250							



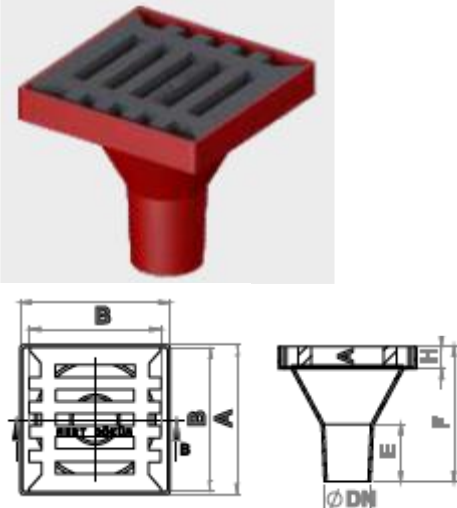
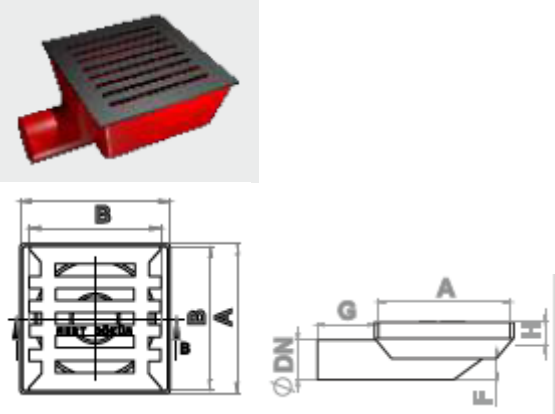
Polymer sump bit: DIN EN 1433 "Drainage channels for vehicular and pedestrian areas" - classes, design and test requirements, for designation and quality control requirements and guidelines, including load
 Channel covering material: GGG50 – DIN EN 1563, EN-GJS-500-7, DIN 1693
 In the following all materials and the respective specifications are described:

No.		Properties
2	Polymer sump pit,	<p>Material: Polymer according DIN EN 1433; with cover, material ductile iron GGG50 – lockable; Load class C 250;</p> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> <p style="text-align: right;"><u>Outlet quantity : 1</u></p>

		A [mm]	B [mm]	H [mm]	Outlet
		Minimum 325	Minimum 325	Minimum 300	DN 100

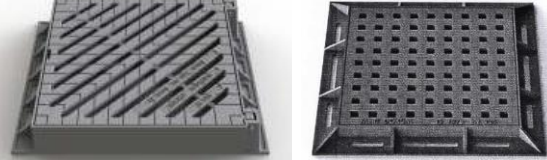
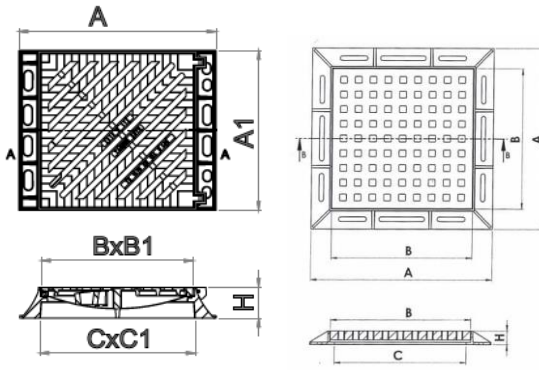
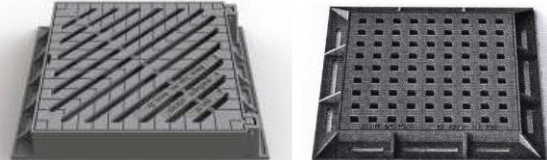
Viaduct gully: GGG50 – DIN EN 1563, EN-GJS-500-7, DIN 1693

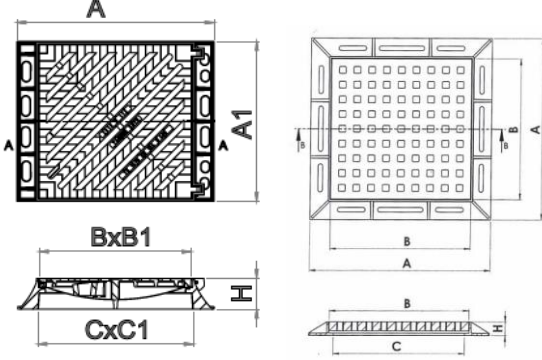
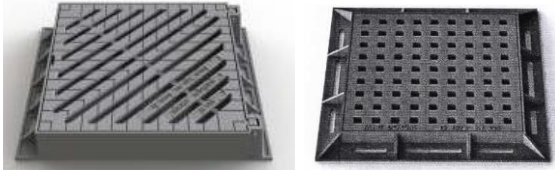
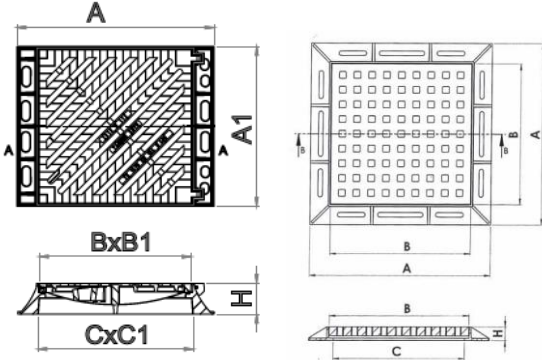
In the following all materials and the respective specifications are described:

No.		Properties										
3	Viaduct gully , with down exit, C 250,	<p>Material gully and cover: GGG50</p>  <table border="1"> <tr> <td>A [mm]</td> <td>B [mm]</td> <td>F [mm]</td> <td>H [mm]</td> <td>DN [mm]</td> </tr> <tr> <td>Minimum 375</td> <td>Minimum 340</td> <td>Minimum 250</td> <td>Minimum 60</td> <td>150</td> </tr> </table>	A [mm]	B [mm]	F [mm]	H [mm]	DN [mm]	Minimum 375	Minimum 340	Minimum 250	Minimum 60	150
A [mm]	B [mm]	F [mm]	H [mm]	DN [mm]								
Minimum 375	Minimum 340	Minimum 250	Minimum 60	150								
4	Viaduct gully , with horizontal exit, C 250	<p>Material gully and cover: GGG50</p>  <table border="1"> <tr> <td>A [mm]</td> <td>B [mm]</td> <td>F [mm]</td> <td>H [mm]</td> <td>DN [mm]</td> </tr> <tr> <td>Minimum 375</td> <td>Minimum 340</td> <td>Minimum 205</td> <td>Minimum 60</td> <td>150</td> </tr> </table>	A [mm]	B [mm]	F [mm]	H [mm]	DN [mm]	Minimum 375	Minimum 340	Minimum 205	Minimum 60	150
A [mm]	B [mm]	F [mm]	H [mm]	DN [mm]								
Minimum 375	Minimum 340	Minimum 205	Minimum 60	150								

Rain Water - Ductile Iron Gratings: GGG50 – DIN EN 1563, EN-GJS-500-7, DIN 1693

In the following all materials and the respective specifications are described:

No.		Properties				
5	Rain water Gratings; Cover dimension 800 x 800 mm	<p>Material frame and cover: GGG 50; Class D 400 in accordance with DIN EN 124; Frame with reinforcement (support); Examples:</p>  <p>(symbolic photo only) – or similar</p>  <table border="1" data-bbox="812 1155 1250 1270"> <thead> <tr> <th>B x B [mm]</th> <th>H [mm]</th> </tr> </thead> <tbody> <tr> <td>Minimum 800 x 800</td> <td>Minimum 60</td> </tr> </tbody> </table>	B x B [mm]	H [mm]	Minimum 800 x 800	Minimum 60
B x B [mm]	H [mm]					
Minimum 800 x 800	Minimum 60					
6	Rain water Gratings; Cover dimension 600 x 600 mm	<p>Material frame and cover: GGG 50; Class D 400 in accordance with DIN EN 124; Frame with reinforcement (support); Examples:</p>  <p>(symbolic photo only) – or similar</p>				

		 <table border="1" data-bbox="815 594 1256 705"> <thead> <tr> <th>B x B [mm]</th> <th>H [mm]</th> </tr> </thead> <tbody> <tr> <td>Minimum 600 x 600</td> <td>Minimum 60</td> </tr> </tbody> </table>	B x B [mm]	H [mm]	Minimum 600 x 600	Minimum 60
B x B [mm]	H [mm]					
Minimum 600 x 600	Minimum 60					
<p>7</p>	<p>Rain water Gratings; Cover dimension 520 x 520 mm</p>	<p>Material frame and cover: GGG 50; Class D 400 in accordance with DIN EN 124; Frame with reinforcement (support); Examples:</p>  <p>(symbolic photo only) – or similar</p>  <table border="1" data-bbox="815 1480 1256 1591"> <thead> <tr> <th>B x B [mm]</th> <th>H [mm]</th> </tr> </thead> <tbody> <tr> <td>Minimum 520 x 520</td> <td>Minimum 60</td> </tr> </tbody> </table>	B x B [mm]	H [mm]	Minimum 520 x 520	Minimum 60
B x B [mm]	H [mm]					
Minimum 520 x 520	Minimum 60					

1.2.3. PART III - Inspection Chamber

Only inspection chamber complying with the following standards shall be provided:

DIN EN 124 Gully tops and manhole tops for vehicular and pedestrian areas

The Inspection Chamber consist of:

Chamber base




Chamber riser pipe





Chamber telescopic cover with sealing and cover

The chamber bases made of polypropylene have a homogenous wall with a high ring stiffness and an excellent temperature resistance up to 95° C.

The riser pipes and the telescopic covers, both made of PVC-U, have a structured wall with high ring stiffness, an excellent chemical resistance as well as a temperature resistance up to 60° C.

In the following all materials and the respective specifications are described:

No.		Properties
1	Chamber base DN 400 Inlet/Outlet DN 160	Material: PP-Polypropylene; Include seals; 
2	Chamber base DN 400 Inlet/Outlet DN 200	Material: PP-Polypropylene Include seals; 
3	Chamber base DN 400 Inlet DN 160, right- middle, left; Outlet DN 160	Material: PP-Polypropylene; Include seals; 
4	Chamber base DN 400 Inlet DN 200, right-	Material: PP-Polypropylene; Include seals;

	middle, left; Outlet DN 200	
5	Chamber Riser pipe DN 400	Material: PVC (U) Length: 1,5 m 
6	Chamber Telescopic cover DN 315	Material: PVC (U) Weight class B 125 ; With seal sleeves, with ventilation holes 
7	Chamber Telescopic cover DN 315	Material: PVC (U) Weight class D 400 ; With seal sleeves, with ventilation holes 

1.3. General condition

Care shall be taken during loading, transporting, and unloading to prevent damage to the materials or coatings.

The guarantee for all goods shall be minimum 12 Month from the date of delivery to the

buyer. The respective performance bond (bank guarantee) shall cover 10% of the total contract value for the period of the guarantee period issued on the name of the buyer. After the guarantee period the bank guarantee will be returned to the supplier.

The bidder has to provide as part of his bid a physical example for each of following material:

PART I - Polypropylene (PP) pipes and fittings

- 1 piece:** Pipe DN 160, Material: PP-MD, length: 1 m, include lip seal;
- 1 piece:** Elbow DN 160, (Bend 45°), Material: PP-MD, include lip seal;
- 1 piece:** Branch DN 160/160 - 45°, Material: PP-MD, include lip seal;
- 1 piece:** Double socket DN 160, Material: PP-MD, include lip seal;
- 1 piece:** Reducer for cast iron pipe, PVC-U DN160/110

Part II - Rain inlet and Rain water gratings:

1 piece: Polymer drainage channel 200x1000x130, Material: Polymer according DIN EN 1433; with cover (material ductile iron GGG50) – locked, with blind cover both sides, with bottom exit DN 100

1 piece: Polymer sump pit, Material: Polymer according DIN EN 1433; with cover (material ductile iron GGG50) – locked; Load class C 250;

1 piece: Viaduct gully, with down exit, C 250, Material gully and cover: GGG50

1 piece: Viaduct gully, with horizontal exit, C 250, Material gully and cover: GGG50

1 piece: Rain water Gratings; Cover dimension 520 x 520 mm

Part III – Inspection chamber

1 piece: Chamber base DN 400 Inlet DN 200- right-middle, left; Outlet DN 200

1 piece: Chamber Telescopic cover DN 315. Material: PVC (U) weight class **B 125**; with seal sleeves, with ventilation holes

The bidder has to provide as part of his bid following documents:**PART I - Polypropylene (PP) pipes and fittings**

Certificates that PP pipes and fittings complying with the following standards:

DIN EN 14758	Plastics piping systems for non-pressure underground drainage and sewerage - Polypropylene with mineral modifiers (PP-MD)
DIN EN 681	Elastomeric seals - for pipe joint seals used in water and drainage applications
DIN ISO 9969	Test method for determining the ring stiffness of thermoplastics pipes

PART II - Rain inlets

Certificates that rain inlets complying with the following standards:

Polymer drainage channel and polymer sump pit: DIN EN 1433 "Drainage channels for vehicular and pedestrian areas" - classes, design and test requirements, for designation and quality control requirements and guidelines, including load
Channel covering material: GGG50 – DIN EN 1563, EN-GJS-500-7, DIN 1693

Viaduct gully: GGG50 – DIN EN 1563, EN-GJS-500-7, DIN 1693

Ductile Iron rain gratings: GGG50 – DIN EN 1563, EN-GJS-500-7, DIN 1693

PART III - Inspection Chamber

Certificates that inspection chamber complying with the following standards:

DIN EN 124 Gully tops and manhole tops for vehicular and pedestrian areas

The chamber bases made of polypropylene have a homogenous wall with a high ring stiffness and a temperature resistance up to 95° C.

The riser pipes and the telescopic covers, both made of PVC-U, have a structured wall with high ring stiffness, a chemical resistance as well as a temperature resistance up to 60° C.

1.4. Delivery Schedule

All goods from BoQ should be delivered in one shipment (In case two or more shipments are requested, the written confirmation from the employer is required.) All shipments should be sent and received in Batumi not later than 60 days after Contract has been signed.

The bidder has to provide manufacturer authorisation letter or draft contract agreement with manufacturer (only in case if bidder is not the manufacturer), that these companies are able to supply all goods according to the BoQ in this time limit (60 calendar days in total from contract signature).

Disclaimer

The Employer reserves the right to award only selected PARTs and not all of the PARTs.

The Employer reserves the right to fully cancel or reduce the scope of PARTs. The bidders can in no way claim any costs for getting awarded only parts of the PARTs they are bidding for, or for cancelation or reduction of the scope of PARTs.

Section 7 - General Conditions of Contract

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Section 7 - General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the KfW and refers to the Kreditanstalt für Wiederaufbau (KfW).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or

government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

- (a) For the purposes of this Sub-Clause:
 - (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

¹ “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in

³ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ a “party” refers to a participant in the procurement process or contract execution.

the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes

of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the

other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

- | | |
|--|---|
| 11. Inspections and Audit by the Bank | 11.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines). |
| 12. Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 13. Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC. |
| 14. Supplier's Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15. Contract Price | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the |

exception of any price adjustments authorized in the **SCC**.

16. Terms of Payment

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the **SCC**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and

20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be

furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or

Damages

perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent

- 29.1 The Supplier shall, subject to the Purchaser's compliance with

Indemnity

GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the

Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders
and Contract
Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written

amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue

performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that

the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Employer's convenience pursuant to Sub-Clause 35.3.

Section 8 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: Georgia
GCC 1.1(k)	The Purchaser is: Batumi Municipality City Hall
GCC 1.1 (q)	The Project Site(s)/Final Destination(s) is/are: Municipality of Batumi, Batumis Tskali ltd, Georgia.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: DDU, Batumi, Georgia (delivered, duty unpaid).
GCC 4.2 (b)	The edition of Incoterms shall be INCOTERMS 2000
GCC 5.1	The language shall be: English.
GCC 8.1	For notices , the Purchaser's address shall be: Batumi Municipality City Hall Mayor Mr. Lasha Komakhidze 25 Luka Asatiani Str. City: Batumi ZIP Code: 6010 Country: Georgia Telephone/Fax: +995 222 726 08 Electronic mail address: batumiproject@gmail.com and jaba.tugushi@gmail.com copy to j.tugushi@batumi.ge and harald.valdix@macsonline.de
GCC 9.1	The governing law shall be the law of: Georgia
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) Contract with foreign Supplier: GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of

	<p>Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>One arbitrator shall be selected by the ICC Frankfurt a.M., Germany, the English language shall be used, place of arbitration shall be Frankfurt a.M., Germany.</p> <p>(b) Contracts with Supplier national of the Purchaser's country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
GCC 12.1	The Schedule of Requirements is given in Section 7 of the Tender Documents.
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> • negotiable bill of lading / non-negotiable sea way bill / airway bill / railway consignment note / road consignment note (whichever is applicable), • insurance certificate, • Manufacturer's or Supplier's warranty certificate, • inspection certificate issued by inspector nominated by the Purchaser, • pro-forma invoice, • packing list. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.2	The prices charged for the Goods supplied and the related Services performed shall NOT be adjustable .
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment shall be made in EURO in the following manner:</p>

	<p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: Seventy (70) percent of the Contract Price of the Goods shipped shall be paid upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment for Goods and Services supplied from within the Purchaser’s country:</p> <p>Payment for Goods and Services supplied from within the Purchaser’s country shall be made in EUR as follows:</p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract and upon submission of claim and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 16.3	Payment period after submission of an invoice: Replace ...Thirty (30) days ...by Sixty (60) days.
GCC 16.5	There will be no payment of interest rate, if payment may be delayed.
GCC 17 (all clauses)	The Supplier will be exempted from import duties and import taxes or other expenses levied on the import on Contract Items into the Country. All supplies are consequently to be delivered DDU according to INCOTERM conditions. Customs exemption is generally under the responsibility of the Purchaser. To assist the Purchaser in customs exemption the Supplier must timely (14 days in advance of arrival of shipment at border to Georgia) prepare the necessary packing lists, pro

	<p>forma invoices, detailed delivery schedules, carrier details, or any other forms and documents as required by the Purchaser to prepare customs exemption.</p> <p>The procedures to get the import exempted from duties is subject to legal changes. For previous imports under the project the following steps were required:</p> <p>i) For the first shipment a letter needs to be sent to the head of bureau for international relations, requesting officially for tax exemption.</p> <p>ii) Attached to this letter must be submitted:</p> <ul style="list-style-type: none"> - copies of the contract agreements with and translation into Georgian - A letter from KWF bank confirming that the contract is part of the KFW financed program for rehabilitation of municipal infrastructure in Batumi and therefore falls under intergovernmental agreement of financial cooperation between the government of Georgia and government of Federal Republic of Germany - the pro-forma invoice translated into Georgian - transport documents: packing list, certificate of origin, shipping advice, delivery note and bill of loading <p>iii) The tax exemption letter must then be sent to the tax office in Tbilisi.</p> <p>iv) Within max. 5 days the exemption approval for the consignment is given on the internet site www.rs.ge.</p> <p>v) With this approval the shipment can be imported without customs duties</p> <p>vi) For further shipments under the same contract it is sufficient to upload the documents on www.rs.ge.</p> <p>This description is given for information only and no guarantee can be given that the requirements have not been changed meanwhile. It is the sole responsibility of the supplier to timely undertake all necessary steps for customs exemption.</p> <p>The Supplier is therefore highly recommended to engage an experienced Georgian customs agent to assist in these procedures (not compulsory but highly recommended). Costs therefore should be considered in the bid price.</p> <p>All supplies are formally to be delivered to the INCOTERM as given in GCC 4.2 b).</p>
GCC 18.1	A Performance Security shall be required in the amount of 10% of the contract price. The Performance Security shall be provided within 14 days after notification of contract award!
GCC 18.3	The Performance Security shall be in the form and currency as stipulated in Section 8 of the Tender Documents, titled “Contract Forms”.

GCC 22.1 a)	Conformity Standards for Goods and related Service: Replace mentioned in “Section IV” by “Section 7 of the Tender Documents”.
GCC 24.	The insurance value must be 110% of CIF , insurance currency EURO .
GCC 26.1	The inspections and tests shall be carried out as detailed in the Schedule of Requirements, Section 7 of the Tender Documents.
GCC 26.2	The place of testing and all details are stipulated in Section 7 of the Tender Documents.
GCC 27.1	The liquidated damage shall be 2.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be 15% .
GCC 28.3	The period of validity of the Warranty shall be 12 months from date of preliminary acceptance certificate of supply . For purposes of the Warranty, the place of final destination shall be Batumis Tskali ltd, Georgia .
GCC 28.5	The period for repair or replacement shall be 45days .

Section 9 - Contract Forms

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Municipality of Batumi

25 Luka Asatiani Str.
City: Batumi
ZIP Code: 6010
Country: Georgia

Letter of Acceptance

Batumi, _____

To:

Subject: **Notification of Award for Contract No. ICB No.:**
KFW/BMZ 201166719 – 201397728/ Batumi/PH III/C 4

This is to notify you that your Bid dated xxxxxxxx for execution of the **Rehabilitation of Municipal Infrastructure in Batumi – Supply of House Connection Material – Storm Water LOT 4** for the Accepted Contract Amount of

EURO (Euro) *excl. VAT*, taxes, import duties and other possible charges,

as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted.

You are requested to furnish the Performance Security for the Regular Items in the amount of EURO within 14 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:

The Mayor of Batumi Mr. Robert Chkhaidze

For the Municipality of Batumi

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between *name of the Purchaser*. (hereinafter “the Purchaser”), of the one part, and *name of the Supplier*. (hereinafter “the Supplier”), of the other part:

WHEREAS the *Purchaser* desires that the Goods known as *name of the Contract*. should be delivered by the Supplier, and has accepted a Bid by the Supplier for the execution and completion of these Services and the remedying of any defects therein.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a. The Letter of Acceptance
 - b. the Memorandum of Contract Clarifications/Negotiations (if any);
 - c. the Form of Bid;
 - d. the Addenda to the Bidding Document;
 - e. the Minutes of Clarification Meeting;
 - f. the Special Conditions of Contract;
 - g. the General Conditions of Contract;
 - h. the Schedule of Requirements
 - i. The delivery schedule;
 - j. the filled BOQ;
 - k. any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to execute the Works/Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Works/Services and the remedying of defects

therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Georgia on the day, month and year indicated above.

Signed by

Signed by

for and on behalf of the Purchaser

for and on behalf the Supplier

Advance Payment Bond

Standard Form of KfW (obligatory for use)

Address of guarantor bank:

.....
.....

Address of beneficiary (contracting agency):

.....
.....

On*Date*.....you concluded with*Supplier*..... ("Supplier") a contract for

**“Rehabilitation of Municipal Infrastructure in Batumi – Phase III
Supply of house connection material – storm water LOT 4**

at a price of EUR.....

In accordance with the provisions of the contract the Supplier receives an advance payment in the amount of, which represents % of the order value. We, the undersigned (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Supplier up to a total of (in words:)
against your written declaration that the Supplier has failed to duly perform the aforementioned contract. This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Supplier.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main

(BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for account of the Municipality of Batumi.

This guarantee shall expire no later than *.....

By this date we must have received any claims for payment by letter or encoded telecommunication. It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

Place, date Guarantor

*Note: * Insert the date twenty-eight days after the expected date of repayment of advance payment security.*

Performance Bond

Standard Form of KfW (obligatory for use)

Address of guarantor bank:

.....**Bank**

Address of beneficiary (contracting agency):

.....**Beneficiary**

.....

On**Date**.....you concluded with**Supplier**..... ("Supplier") a contract for

**“Rehabilitation of Municipal Infrastructure in Batumi – Phase III
Supply of house connection material – storm water LOT 4**

at a price of EUR.....

In accordance with the provisions of the contract the Supplier is obligated to provide a performance bond for 10 % of the contract price.

We, the undersigned **Bank** (“Guarantor”), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of**Amount**..... (in words:) against your written declaration that the Supplier has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for account of the Municipality of Batumi.

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication. It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of Georgia.

Place, date Guarantor

..... **Seal of Bank and Signature(s)**

Note: All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

** Insert the date twenty-eight days after the expected completion date.*