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**E-Tender Documentation for Procurement of**

**Liquid Chlorine Gas**

* + 1. **Procurement object**

“Georgian Water & Power” LLC (GWP) together with its sister company Rustavi Water LLC (RWC) (hereinafter and jointly referred to as the **Buyer**) announces e-tender for purchasing Liquid Chlorine Gas (hereinafter referred to as the **Goods**) and invites qualified companies to participate therein.

The aim of the tender is to select one or several companies (hereinafter referred to as the **Supplier**) which will be able to ensure the delivery of the desired Goods in required quantities to theBuyer during a year according to the inquiries of the latter. The Buyer will sign a contract for the purchase of Goods with the selected Supplier (hereinafter referred to as the "**Contract**").

**1.2 Description of the Goods: quantity/volume**

**"Goods" - liquid chlorine gas - CL2**

**Approximate Annual Demand \* - 410 tons, of which:**

* **Approximately 400 tons should be delivered - with the so-called 1-ton (min. 800 kg) containers - the containers must be the property of the Supplier;**
* **Approximately 10 tons should be delivered - at least in 45 kg cylinders (the dimensions of the cylinders should be agreed in advance with the Buyer - cylinders should be the property of the Supplier.**

The Supplier is obliged to supply the Goods defined by this tender using their own containers and cylinders.

* **In case of receiving a corresponding request from the Buyer, the Supplier should be able to deliver a certain amount of Goods using the cylinders and containers owned by the "Buyer".**

**Please See Appendix N1: Specification of Chlorine Gas and Chlorine Gas Containers**

* **Liquid chlorine gas must not be of Iranian, Russian or Belarusian origin**

**1.3 Pricing**

The prices are to be quoted inclusive of VAT and shipping to the Buyer’s warehouse in the Village Natakhtar, taking into account that the liquid chlorine gas containers and cylinders Shall be returned to the Seller after the chlorine gas has been used up. (vessels should be taken back by the seller on his own expenses)

 The "supplier" Shall present the price options using the attached excel file - Annex N2 Price List, in accordance with the requirements contained therein.

**Please See Appendix N2: Price-List**

**1.4**  **Delivery place, form and time of the Goods including Additional Requirements**

1.4.1 Supplier Shall ensure the phased delivery of the Goods to the Buyer within 1 year from the signing of the Contract, no later than 10-14 calendar days after receiving the relevant order from the Buyer. The Goods Shall be delivered with specialized containers and cylinders at the expense of the Supplier to the warehouse of the Buyer located in the Village Natakhtari, near Tbilisi,.

Order Placing Procedure and responsibility of the Supplier:

- The request for the delivery of the Goods will be made by the Buyer via e-mail.

- The Supplier is obliged to deliver the Goods to the Buyer no later than 14 calendar days from the date of receiving the order.

- The Supplier is obliged to confirm the delivery of the requested Goods within the stipulated period or offer the Buyer to supply the goods from an alternative source. Such confirmation should be sent by the Supplier to the Buyer no later than 5 (five) calendar days after receiving the Order from the Buyer. The term of delivery of the Goods from an alternative source should not exceed 14 (fourteen) calendar days after the date of receiving the Buyer’s order. The requirements for containers and cylinders, defined in the Appendix No. 1 of this tender must be fully respected in case of supplying the goods from an alternative source as well. The price of the alternative Goods (offered by the "supplier") must not exceed the fixed price. Delivery of alternative Goods to the Buyer requires confirmation from the Buyer’s side.

- In case the supplier is unable to deliver the Goods requested by the Buyer, they are obliged, within 5 (five) calendar days after receiving the Order by e-mail from the Buyer, together with offering the alternative, to submit corresponding written justification/evidence proving the impossibility of delivering the requested Goods.

- In case the Supplier fails to provide the Goods to the Buyer within 14 (fourteen) calendar days after receiving Buyer’s order by e-mail, the Buyer has the right to cancel the order and impose a fine on the Supplier in the amount of 100,000.00 (one hundred thousand) GEL.

1.4.2 The Supplier shall deliver the Goods in specialized, numbered containers and cylinders suitable for the transportation/consumption of liquid chlorine gas. The above mentioned containers and cylinders should be in the possession or use of the Supplier and they will be returned to the Supplier after the consumption of chlorine gas.

1.4.3 The capacity of specialized containers and specialized cylinders:

The capacity of 1 container should be at least 800 kg.

The capacity of 1 cylinder should be at least 45 kg.

1.4.4 The Supplier is obliged to transport liquid chlorine in compliance with international and Georgian safety norms.

1.4.5 The return of the containers and cylinders to the Supplier will be arranged by the Supplier himself.

1.4.6 Operational Life of the container and/or cylinder should be no more than 5 (five) years at the moment of delivery of the Goods. In the event that the container or cylinder's operational Life (service life) exceeds 5 (five) years, the Supplier is obliged to submit a certificate confirming a complete inspection\*\* to the buyer.

1.4.7 In order to properly execute the obligations and responsibilities conveyed by the contract to the Supplier, the Supplier must have at least 80 specialized 800 kg containers of liquid chlorine gas and at least 18 specialized 45 kg cylinders\*\*\* either in its possession or in use. Before signing the Contract the Supplier is obliged to submit the documents confirming the ownership of the containers and cylinders to the Buyer and in case receiving the relevant request from the Buyer the supplier is obliged to let the Buyer inspect the above mentioned containers and cylinders.

1.4.8 The Supplier must provide the following documentation for each order, when delivering each batch of the Goods:

For 800 kg containers

1) technical passport of each chlorine-gas container and their fittings (valves);

2) Chlorine gas container diagnostic data document - leak test certificate (test results), which must be issued by the chlorine gas plant after pumping the containers with chlorine gas.

* Chlorine gas containers Shall be inspected each and every time they are refilled to ascertain that they are in a condition suitable for refilling and transportation of the Goods. Detailed inspection shall be carried out of each container and its below stated spare parts before refilling with the Goods. If during the above inspections, it is discovered that the container or any part of it, including fittings have some defects and are subject to change because of negative test results, the Supplier shall be obliged to arrange the change of such defective parts and all new fittings and container parts shall be in accordance with the below standards:

1. Flanges, Washer, Rolling Ring – EN 10025-2;

2. Fusible Plug - EN 12165;

3. Safety muff – DIN 17100;

4. Lifting eyes – EN 10028 2;

5. Nut – EN ISO 898-2;

6. Bolt - EN ISO 989 -1;

7. Valve – EN ISO 10297;

8. Valve Protection Cap, Domed ends, Shell – EN 10028-2;

9. Gas and Liquid flow pipes – DIN 1629;

3) conclusion of the technical diagnosis of the chlorine gas container, which should include:

- the certificate confirming the test pressure test determined by the technical passport (updated every 2 years);

- the certificate confirming the wall thickness testing of the chlorine gas container (radiography) (updated every 2 years);

- documentation confirming the maximum pressure test determined by the technical passport (updated every 5 years);

4. MSDS Certificate

5. Certificate of Analysis of the Chlorine Gas

For cylinders

1. The condition of the cylinders must comply with the requirements of the BS EN ISO 9809-1:2019 standard and the resolutions No. 151 and No. 150 of the Government of Georgia dated June 19, 2013.
2. MSDS Certificate
3. Certificate of Analysis of the Chlorine Gas

For Chlorine Gas:

1. Certificate of Analysis of the Chlorine Gas
2. MSDS Certificate

1.4.9 It is mandatory that the Spplier is capable of confirming the validity of the conducted testing with the appropriate documentation at each delivery. It is also mandatory that the appropriate marking is applied to each cylinder.

Technical requirements for containers and cylinders are defined in Annex N1

**1.5** **Payment terms**

Payment will be effected via bank transfer within 30 (thirty) calendar days after receiving the goods fully or partially and after submission of relevant documentation provided by Georgian legislation (Commodity Bill of Lading etc) / or after signing the Acceptance-Delivery Act by both partied.

Note: In case of Foreign currency, if the payment is done within the territorial limits of Georgia, the payment will be done in GEL, in accordance with the official exchange rate established by the National Bank of Georgia, on the day of payment.

**1.6. Special Terms:**

1.6.1 The Supplier must own and/or have in use a secure warehouse space in Tbilisi or in the vicinity of Tbilisi, which must be protected from intrusion by third parties and equipped with a video surveillance system. The Supplier must always have an intact supply of liquid chlorine gas in the warehouse in the amount of at least 14 containers. This inventory must be renewed at least once during one calendar month. In addition, the supplier is fully responsible for the safe placement and storage of chlorine gas containers/cylinders in the storage area.

1.6.2 The Supplier is obliged to deliver the Goods to the Buyer at the address: Village Natakhtari (the surrounding area of ​​Natakhtari). The Supplier is obliged to transport the Goods with technically sound, ADR-certified transport, namely trucks with easy-to-open tops and the possibility to remove containers/cylinders from the top. The drivers of the Supplier must be ADR certified, must have passed relevant safety trainings (ADR training, safety rules for handling and transportation of liquid chlorine gas and present relevant certificates to the Buyer. Also, the driver assigned to each individual shipment must have a health certificate issued no more than 12 months prior to shipment date and submit a copy of the relevant certificate to the Buyer if requested so. The Supplier is also obliged to ensure the maximum standard of protection during the transportation of the Goods. Safety Gears and Equipment that must be placed in the vehicle of the Supplier or the carrier hired by the Supplier are as follow:

1. Gas Mask with the filter (1 piece);

2. Self-contained breathing apparatus (SCBA) (1 piece);

3. A hazmat suit (hazardous materials suit) (1 piece);

4. Boots with chemical resistance (1 pair);

5. Portable or personal chlorine leak indicator;

6. First aid box with appropriate contents;

7. Special lever for rotation of the chlorine gas cylinders with corresponding resistance;

8. Certificate confirming the right to transport dangerous goods (ADR certificate, issued to the driver);

9. Inventory determined according to the standard of transportation of dangerous goods (ADR) (fire extinguisher of appropriate type and size, flashlight, etc.);

10. The cargo vehicle (means of transportation) must be closed with a movable awning and provide several alternative options for loading/unloading the cargo, including the possibility to load/unload the goods from the top of the truck.

11. Certificate confirming the training of the driver as to how to act in an emergency situation;

1.6.3 In case of the delivery of Goods with the containers/cylinders owned by the Buyer, the Supplier takes responsibility to deliver the containers/cylinders in good condition to the owner.

**1.6.4 For any kind of damage/harm during storage or transportation of the containers/cylinders in the Supplier’s or any third person’s (hired by the supplier) warehouse or while handling and usage of the containers/cylinders by the Supplier or any third person hired by the supplier, if such damage/harm is the result of violation of the terms and conditions of storage and transportation of the goods, as well as the inappropriate condition of the containers/cylinders, while the storage or transportation of the container (cylinder) was carried out under the responsibility of the Supplier, the responsibility for such damage/harm rests fully with the Supplier.**

**1.6.5 For any kind of damage/harm during storage or transportation of the Buyer’s containers/cylinders in the Supplier’s or any third person’s (hired by the supplier) warehouse or while handling and usage of the containers/cylinders by the Supplier or any third person hired by the supplier, if such damage/harm is the result of violation of the terms and conditions of storage and transportation of the goods, as well as the inappropriate condition of the containers/cylinders, while the storage or transportation of the container (cylinder) was carried out under the responsibility of the Supplier, the responsibility for such damage/harm rests fully with the Supplier.**

**1.7 Requirement about the experience of the bidder**

The Supplier must have at least 3 years of experience working as a supplier and/or in the field of logistics.

**1.8 Performance Guarantee**

The Supplier shall present a performance guarantee in a form of a bank guarantee in the amount of GEL 200,000 within 7 (seven) calendar days from the signature date of the Contract. Aforementioned bank guarantee shall be issued by a bank licensed in Georgia or being a member state of OECD (Organization of Economic Cooperation and Development), the term of such bank guarantee shall exceed minimum 30 calendar days the term of the contract. In case the Supplier fails to present such bank guarantee within the agreed time, the Buyer is entitled to terminate the Contract.

**1.9 Data/documents to be uploaded/presented in the electronic tender by the Supplier:**

1. Filled in Appendix N2 Price List (Appendix N2);

2. Certificate of Origin of the product;

3. Certificate of Analysis of the product issued by the producer;

4. MSDS Certificate of the product;

5. Certificates of compliance with standards for containers and cylinders as well as the technical drawings and certificates of complete inspection for both containers and cylinders.

6. Manufacturer’s quality management Certificates – ISO certificate or any other similar quality management certificate (if available);

7. Certificate of conformity of the offered goods issued by an accredited body of the manufacturing country;

8. Full contact and Bank Details of the Supplier;

9. Extract from the Registry of entrepreneur and Non entrepreneur legal entities, this document shall be issued after the placement of Etender;

10. Recommendations from partner companies which Supplier supplied with similar products.

11. Recommendation from the manufacturer;

12. Dealer’s/Representative’s/Exclusive Partner’s Certificate (if available)

13. Consent to the requirements of the aforementioned tender. For consent the signed Etender documentation (present document needs to be signed) shall be submitted by the Supplier.

**Notice:**1) All the above-mentioned documents together with the offer must be uploaded on the website www.tenders.ge. It is not allowed to send the offer by e-mail to the Buyer.

2) All uploaded documents or information must be signed by the authorized person (if requested so, the Letter of Attorney should be provided too)
3) All documents or information provided by the Supplier should be signed by the authorized person using electronic signature of the company or by the stamp.

**Signing the contract:**

The conditions specified in the present tender documentation will become an integral part of the Contract concluded between the Buyer and the Supplier in the future.

* 1. **Other Conditions**

1.10.1 At the moment of submitting the proposal, the Supplier shall not be involved in any:

* bankruptcy proceedings;
* liquidation proceedings;
* business suspension procedures;

1.10.2 Prices should be provided either in GEL or in USD, with the payment term of National Bank currency rate for the date of payment. Prices should comprise all expenses provided/meant in the present instruction and all legal taxes including VAT if applicable.

* + 1. The offer presented by the Supplier should be valid during 90 (ninety) calendar days from the date of the offer;

1.10.4 The Buyer reserves the right to determine the tender deadline, change the terms of the tender, or terminate the tender at any stage of its progress. Information about any of these decisions will be sent to the Suppliers on a timely manner.

* + 1. The Buyer Shall announce the winner of the tender on a tender committee and will inform all Suppliers about the decision made. The Buyer is not obliged to provide oral or written explanation to the Suppliers regarding the basis of the decisions made.
		2. The Buyer reserves the right to check/verify any information received from the Suppliers, as well as to obtain information about the Supplier or its activities. If it is proved that the information provided by the Supplier is incorrect or falsified, the Supplier will be disqualified.
	1. **Information for the bidders of the e-tender:**
		1. Any question during the e-tender process shall be notified on tenders.ge website, using online question platform or the email addresses down bellow; **Note: Any information obtained in any other way will not be official and will not create any obligation on the part of the Buyer.**
		2. To participate in the online tender, the company must be registered on [www.tenders.ge](http://www.tenders.ge); in case of registration questions please contact Kakha Kapanadze +995 595 383 635
		3. Instruction for participation in e-tender can be found in Appendix N3

**Contact Information:**

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**სქოლიო:**

**Approximate Annual Demand \* -** Chlorine gas consumption depends on the production process and environmental conditions (weather, water pollution level, etc.), therefore the annual amount is indicative and may change dramatically.

**Full Inspection\*\***

For containers

1. Chlorine gas container diagnostic data document - leak test certificate (test results), which must be issued by the chlorine gas plant after pumping the containers with chlorine gas,
* Chlorine gas containers Shall be inspected each and every time they are refilled to ascertain that they are in a condition suitable for refilling and transportation of the Goods. Detailed inspection shall be carried out of each container and its below stated spare parts before refilling with the Goods. If during the above inspections, it is discovered that the container or any part of it, including fittings have some defects and are subject to change because of negative test results, the Supplier shall be obliged to arrange the change of such defective parts and all new fittings and container parts shall be in accordance with the below standards:

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- documentation confirming the maximum pressure test determined by the technical passport (updated every 5 years);

For cylinders

1) The condition of the cylinders must comply with the requirements of the BS EN ISO 9809-1:2019 standard and the resolutions No. 151 and No. 150 of the Government of Georgia dated June 19, 2013.

**45 kg cylinder\*\*\*** - small cylinders can be of slightly different capacities, including 40, 50, 70 kgs, etc. However, in this case the dimensions and shapes of these cylinders should by all means be agreed with the Buyer.