Price inquiry for a Thickener and Press-filter integration to an existing DCS

- **Subject of purchase – Thickener and Press-filter integration to an existing DCS**

- **Deadline for commercial proposals: 13.07.2023, 18:00 Tbilisi Local Time**

1. **Orginizer: RMG Copper JSC**

2. The companies participating in the selection process of contractors confirm their consent to cooperate with the following terms and express their readiness to provide a product/service with submitted offers and documents. It is possible to specify the information presented in this document by the organizer.

3. The company willing to participate in the process shall submit a commercial offer

   The participant must submit a commercial proposal with the following conditions:

   ✓ **Commercial proposal;**
   ✓ **Language: Georgian/English/Russian**
   ✓ **The commercial proposal and attached documentation presented by a candidate shall be signed and sealed by the authorized person.**
   ✓ **The commercial proposal that does not meet these requirements will not be considered.**

The commercial proposal should include the following information:

   ✓ **Price;**
   ✓ **Terms of payment;**
   ✓ **Required documentation (see Annex №2);**
   ✓ **Requisites: actual and legal address, telephone number of contact person, e-mail Email address, bank requisites;**
   ✓ **Information about company experience;**

Commercial bids will be valid until the end of the contractor selection process. The above process will be completed after the agreements are signed between the parties.

4. The commercial proposal of a participating company will be considered as the basis for identifying a potential candidate in the contractor selection process.

5. **Anti-Corruption Conditions: Potential Bidder, in case of signing a contract, is obliged to comply with the Anti-Corruption Clause presented in Annex # 1**

   Terms of delivery of commercial proposals: All commercial proposals should be submitted to the organizer address: procurement@richmetalsgroup.com

Contact Information:

Lile Pirveli

T: +995 579552051
LPirveli@richmetalsgroup.com

Technical Contact:

Ruslan Suiunov

T: +995 591454358
rsuiunov@richmetalsgroup.com

6. **Costs. The Participant shall take responsibility for all expenses related to the preparation and submission of proposals and relevant documents and the organizer is not responsible for any of these costs, regardless of the results of the selection.**

7. **The best bid selection criteria:**

The participants' proposals are selected based on the following criteria:

- Price;
- Terms of payment;
- Quality of the product;
- Company experience and its reputation on the market;
- **Compliance with the internal normative documents and policies of the Rich Metals Group;**
- Ensuring long-term cooperation on the basis of partnership;

8. The rights and obligations of the Orginizer of the contractor's selection process: Organizer is authorized to set additional requirements for the participants. If the commercial proposal is incorrect or contains unreliable information, the organizer reserves the right to exclude them at any stage of the selection process. After considering commercial proposals, the organizer will inform the potential applicants with an official letter of interest about the future negotiations with the purpose of signing the contract. The organizer reserves the right not to comment on the interim or final decision. No later than 3 days before the deadline for submission of commercial proposals, the organizer is entitled to make some changes in the contractor selection procedure and notify all participants of the changes in writing.

9. Overviewof the results: If, for any reason, the contractor will not be able to carry out a service that he or she offers, then the organizer will have the right to suspend or terminate the contract and transfer the right of other services to the contractor Without the additional procedures.

10. List of annexes:

   Annex № 1 - Anti-Corruption Clause
   Annex № 2 - Technical requirements

Anti-Corruption Clause

When performing their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not pay, offer or give permission to pay any money or valuables, either directly or indirectly, to any persons to influence any actions or decisions of those persons with the purpose of obtaining any illegal benefits or for any other illegal purposes.

When performing their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not perform any action qualified under the legislation applicable to this Agreement as giving / receiving bribe, commercial bribery, as well as action violating requirements of the applicable legislation and international law on prevention and fight against illegal income legalization (money laundering).

Each of the Parties to this Agreement refuses to encourage the employees of the other Party, including through the provision of sums of money, gifts, performance of work (services) for them free of charge and by any other means not specified in this clause, that puts the employee in a certain dependent position and aims to guarantee the performance by this employee of any action in favor of the encouraging Party.

The Parties acknowledge that their probable unlawful actions and violation of anti-corruption conditions of this Agreement may result in adverse effects – from reduction of the counterparty's reliability rating to substantial restrictions on interaction with the counterparty up to the cancellation of this Agreement.

The Parties guarantee due examination of the facts presented in view of the execution of this Agreement subject to compliance with the confidentiality principles and taking effective measures for elimination of practical difficulties and prevention of probable conflict situations.

 The Parties guarantee full confidentiality when fulfilling anti-corruption conditions of this Agreement as well as the absence of adverse effects both for the applying Party in general and for certain employees of the applying Party, who notified of the violation facts.