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**E-Tender for Procurement of Polymer**

**1.1 Procurement object**

Gardabani Seawage Treatment Plant Ltd (GSTP), hereafter referred to as a **Buyer**, announces e-tender for **Procurement of Polymer** and invites qualified companies to participate in the tender, hereafter referred to as a **Bidder**.

**Procurement object description, procurement object quantity/volume**

**Name of the Product: Polymer -** Polyelectrolyte Powder for the sewage water and de-watering process, hereinafter referred to as a **Product**

**Approximate Demand Volume:** 73,440 kg per year (monthly consumption on average 6,120 kg)

**Intensity of the delivery:** stage by stage as per the agreement with the **Buyer**

**Technical Specifications: please see in Annex N3**

**1.2 Performance Guarantee**

The Bidder, in case of winning the tender, shall present a performance guarantee in a form of a bank guarantee in the amount of 5% from the total contract amount, within 7 (seven) calendar days from the signature date of the Agreement. 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 the term of the agreement by minimum 30 calendar days. In case the Bidder fails to present such bank guarantee within the agreed time, the Buyer is entitled to terminate the Agreement.

**1.3 Pricing**

**Please fill in Appendix N1 - Price Table to provide your quotation.**

**Prices must be submitted** including VAT (if applicable) and transportation to Purchaser's facility in Gardabani. The prices shall include all additional costs that the Bidder may have to bear on the basis of this tender assignment throughout the whole contractual year.

**1.4**  **Special condition**

**In case of winning, the Bidder is obliged to ensure uninterrupted delivery cycle.**

**During the contractual year there might be the necessity of altering the chosen product due to the reasons described below. The bidder should have all the costs considered in the initial offer as the maximum price of the product will be fixed in the agreement; In case of necessity to alter the product during contractual year, annex to the agreement Shall be made which will describe the name and new characteristics of the new product – the Price of the product Shall not be increased.**

**In case the performance of the base product changes and becomes less effective due to any reasons, the contractor will be obliged to supply the most appropriate product at all times taking into account the characteristics of the process in WWTP. In relation to this point, the contractor will carry out validation tests of the new product at no additional cost.**

**If the successful bidder decides to propose a change in any of the products, formats or physical properties of the product, it will be necessary to accompany the said proposal with in-plant tests of the selected products and have the approval of the Buyer before proceeding with the eventual change.**

**If, on the other hand, it is the Buyer, who decides to make a change in some of the products, the successful bidder will have to supply the new product without this being subject to any additional compensation.**

**Successful bidder shall provide technical advice to the Buyer, both to analyze the dosing conditions of the products that are consumed and to propose new products that improve the operating conditions of the plant, in the event of changes in the characteristics of the influencing conditions as well as changes in the commercial products that may lead to an improvement in the operating conditions of the facilities. In-person technical assistance at the facilities must be provided within a maximum period of 48 hours from its request, whenever it is requested by the contracting party.**

**The successful bidder must have all the permits necessary to provide the Service, ensure the activity, and therefore the Buyer shall remain unaffected by any event or mishap that the successful bidder may have when carrying out the actions described in this Document.**

**The successful bidder is obliged to comply with measures regarding occupational health and safety.**

**1.5** **Delivery and reception of the goods**

**1.5.1 Delivery place and time**

The delivery of the Product must be carried out stage by stage, during a year starting from November/December, 2023. Deliveries will be done to the buyer's facility at the following address, Georgia, Gardabani, the surrounding area of Tbilsresi. Please specify the delivery time and quantity for each delivery in the offer.

**1.5.2 Delivery form (packaging, transportation, unloading)**

**Packaging, palletizing, loading and transportation to destination are an integral part of the contract and responsibility of the supplier.**

Cationic polyelectrolyte will be supplied in waterproof bags of 25 kg, which will be palletized to facilitate loading and unloading operations.

The Bidders will detail in their offer the form of supply, type, weight and size of each delivery, as well as the most appropriate conditions for the conservation of the product.

The following labeling conditions must be met during each delivery:

**Label at the manufacturer's origin with information on:**

o Trademark of the manufactured product

o Name of manufacturer

o Manufacturer address

o Manufacturing date

o Manufacturing batch

o Product expiration

**Distributor or supplier label with information on:**

o Distributor name

o Distributor address

o Trademark of the product for the distributor

Failure to include identification labeling by the manufacturer may be a reason for returning the shipment.

 The transportation of polyelectrolyte will be carried out in trucks that must comply with all established legal requirements, as well as those derived from the product safety sheet. If during the term of the agreement, the product is declared dangerous or included among those subject to the National Regulation for the transport of Dangerous Goods by road “TPC-ADR”, the measures and provisions derived from said regulations will be applicable, but they cannot be subject to impact on the contract.

The successful bidder will be directly responsible both in relation to the Buyer, as well as third parties, for damages of any kind caused or derived from accidents or incidents during the loading, transportation or unloading of the product, including those derived from incorrect cleaning of any of the elements of the means of transport.

The documents that must necessarily accompany each shipment will include a declaration signed by the carrier (vehicle driver) in which he or she unequivocally states his or her knowledge of the general and special provisions applicable based on the dangerous nature of the shipment. the merchandise transported, its nature, quantity and risks and measures to be adopted in the event of an accident, fire, leak, breakage or deterioration of the packaging, as well as the driver's compliance with the requirements demanded by current legislation.

Under no circumstances will the Buyer accept any liability arising from non-compliance with these requirements.

All loading and transportation operations will be at the expense of the supplier. The trucks, except for urgent reasons, must deliver from Monday to Friday, on business days, with prior notice to the facility of the specific date and time of delivery.

The quantities of product actually supplied will adjust to those requested in the order. If, for reasons not attributable to the Buyer, the quantity of product sent is greater than that requested in the order, the unloading of the entire shipment is not guaranteed, and the part of it that exceeds the capacity may be returned.

Delivered products will be weighed before final reception. Standards of weighing and reception will be defined in the agreement concluded between parties after successful bidding. The payment of the product cost will be done per kg unloaded at the receiving site, with all loading and transportation tasks being included in the price.

Each delivery will be accompanied by the following documents:

* Original Invoice (including name, commercial name of the product, quality, quantity, gross and net weights {or factory or warehouse scale ticket}, HS code (customs code) of the product, the name and address of the supplier and/or manufacturer, Name of the Buyer and the date of manufacture.
* Packing List (including name, commercial name of the product, quantity, gross and net weights {or factory or warehouse scale ticket}, the name and address of the supplier and/or manufacturer and Name of the Buyer.
* EUR 1 Certificate
* Certificate of Analysis
* TDS Certificate
* MSDS Certificare
* CMR document and copy of export declaration
* Declaration signed by the driver regarding his knowledge of the applicable provisions and measures derived from the nature of the load, as specified elsewhere in this Document.

The absence or lack of any of the required documents will entitle the Buyer to return the goods.

The driver of the vehicle will follow the instructions of the plant personnel regarding the route within the facility to the unloading point.

If the result of the visual inspection of the product at the beginning of the unloading operation doubts arise about the real characteristics of the product, in terms of its conformity with the requirements established in this Specification, a set of representative samples of the product will be taken directly from the truck. product and the unloading works will be suspended until the analytical results confirm their validity. The temporary immobilization of the means of transport and product in this case will not give the supplier rights to any compensation. If the shipment is ultimately rejected, the supplier will be responsible for all loading and transportation work.

**1.6** **Payment terms**

Payment will be effected via bank transfer within 30 (thirty) calendar days after receiving the goods fully and after submission of relevant documentation provided by Georgian legislation (Commodity Bill of Lading and) / or after signing the Acceptance-Delivery Act by both parties. In case of foreign currency, payment is done in accordance with the official exchange rate established by the National Bank of Georgia for the day of payment (for local companies).

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

The Bidder must have experience in selling similar Products.

**1.8 Requirement about the delivery of the Products’ Samples and Product validation testing processes during the tender process and during the contractual year:**

**1.8.1 Sample delivery details:**

The **Bidder** is obliged to provide the Buyer with a free sample/samples of the offered goods for testing - in the amount **1 kgs**, the sample should be accompanied with the relevant Analysis, TDS and MSDS certificates;

Before sending the polymer sample The Bidder is entitled to request the Buyer to send a sludge sample in order to correctly select the polymer. The cost of sending the sludge sample will be paid by the buyer.

One **Bidder** has the right to present several alternative options of the product in the tender. For each proposed product, the **Bidder** must submit a sample in the amount **1 kgs**.

**Sample identification and delivery details:**

* Samples should be delivered Solely to Ketevan Chkheidze to GWP head office at the address: 10, M. (Mzia) Jugheli str, 0179 Tbilisi, Georgia

Contact Person: Ketevan Chkheidze

Contact Number: +995 5 95 25 74 58

* Each sample delivered for testing **must be given the special code name necessary for identification of the sample (which the bidder will assign - can be numbers or any code name you want),** which will be written on a relevant sample and also by all means mentioned in **the pricing table** which will be uploaded on tenders.ge.
* In order to avoid mix-up of samples, please put the paper in/on each sample, where you will write your (Bidder company's) name, the code name assigned by you and the name of the product given by the product manufacturer - which should be identifiable in the Certificate of Aalysis and MSDS
* **The samples can be sent to Ketevan Chkheidze before or after you upload your proposal on tenders.ge. It is important that the code name you assign to the sample was mentioned in the pricing table.**

**1.8.2 Product validation testing and product quality control**

Once the bidder chooses the Polymer to offer to the Buyer either based on the results of testing the sludge or based on the requirements provided by the Buyer, the bidder provides 1kg sample of the chosen product which will be tested by the Buyer to determine the quality and effectiveness of the product.

**After agreement is concluded with the successful bidder different types of tests may need to be carried out by him:**

‐ Throughout the term of the contract, laboratory tests and validation of new products may be carried out, with the aim of defining the most suitable product, in order to optimize the effectiveness of the process and total cost.

- Periodic tests will be carried out at least twice during the term of the agreement, and whenever the characteristics of the water to be treated are altered, which may affect the characteristics of the sludge generated and the processes of stabilization. For example, if increase in discharges of industrial discharges during the a definite season is expected the Plant Manager of the WWTP will inform the supplier and schedule the tests to be carried out, both in the laboratory and on the machine.

**Throughout the supply period, the Buyer is entitled to collect the random samples of the delivered products and carry out laboratory tests to verify that the quality of the products conforms to what was agreed in the agreement.**

**1.9 Documents to be uploaded in e-tender by the Bidder:**

1. Filled in Pricing table (Annex N1); Both in Excel format and the signed version.

2. Certificates of Analysis of the offered Product(s) where among other standard data the bellow physical-chemical parameters will be listed\*

3. TDS Certificate of the offered Product(s)

4. MSDS Certificate of the offered Product(s)

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

6. Documents proving the experience of the seller to be provided in accordance with paragraph 1.7;

7. If the Bidder is not a direct producer of the goods, they Shall submit an exclusive agreement with the producer and/or certificate of exclusive representation of the goods (if any);

8. Complete company and bank details of the bidder;

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

10. Consent to the requirements of the aforementioned tender - to confirm which, the bidder must print out the present document, sign and scan it or make an electronic signature.

\* The physical-chemical specifications to be defined will be the following:

• Composition

• Physical form (appearance)

• Ionicity

• Humidity

• Approximate apparent density

• Actual Polyacrylamide content, % by weight

• Molecular weight

• Residual monomer

• Insolublity

• Residual acrylamide

• Granulometry

• Dissolution time in water for 5 gr/l

• Transport, storage and handling conditions

• pH: effective in what pH range, and dilution value of 5 g/l at 25ºC

• Viscosity of concentrated solutions of 1, 2.5 and 5 g/l with a Brookfield viscometer

• Product stability (months)

• Toxicological data

at his discretion, can provide additional, necessary documentation on the characteristics of the offered product (viscosity and dehydration).

**Notice:**1) All uploaded documents or information must be signed by authorized person (if needed also letter of attorney should be provided)
2) All documents or information made by the Bidder should be signed by authorized person using electronic signature of the company or by the stamp.

* 1. **Contract Conclusion**

Contract(s) Shall be concluded with the winner(s) according to the terms provided in the present document as well as the drafts of the contracts shared in Etender.

* 1. **Mandatory requirements:**

**1.11.1** At the moment of submitting the proposal, the bidder shall not be involved in any:

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

**1.11.2** Prices should be provided either in GEL, USD or EUR. Prices should comprise all expenses provided/meant in the present instruction and all legal taxes including VAT if applicable.

**1.11.3** The proposal presented should be valid during 60 (Sixty) calendar days;

**1.11.4** 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 bidders on a timely manner.

**1.11.5** The Buyer Will announce the winner of the tender on a tender committee and will inform all bidders about the decision made. Georgian Water & Power Ltd. is not obliged to provide oral or written explanation to bidders regarding the basis of the decisions made.

**1.11.6** The Buyer reserves the right to check/verify any information received from bidders, as well as to obtain information about the bidding company or its activities. If it is proved that the information provided by the bidder is incorrect or falsified, the bidder will be disqualified.

**1.11.7** The Buyer shall not receive any oral question for the purpose of getting the additional information.

Note: Any information obtained otherwise shall be deemed unofficial and lay no obligation on The Buyer.

* 1. **Information for the bidders regarding E-tender:**
		1. Any question during the e-tender process shall be notified on tenders.ge website, using online question platform or the email address down below: kchkheidze@gwp.ge;
		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. Registration is free for our Bidders.
		3. Instruction for participation in e-tender you can find in Annex N2

**Annexes to the present Document**:

Annex N1 - Pricing Table

Annex N2 - Instructions for online submission of the Bid

**Annex N3 - Technical Specifications**

**Contact Information:**

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