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 **THE REGIONAL ENVIRONMENTAL CENTRE FOR THE CAUCASUS**

# SUPPLY PROCUREMENT NOTICE

## Supply of Dairy Equipment and Cattle Health Products within the framework of GEF/FAO supported Project “Achieving Land Degradation Neutrality Targets of Georgia through Restoration and Sustainable Management of Degraded Pasturelands”

1. **Publication reference**

027RECC/G/FAO-[BL-5650-03]-No.01-2024

1. **Procedure**

Open Local

### 3. Programming Direction

GEF-7 [*LD-1-1 Maintain or improve flow of agro-ecosystem services to sustain food production and livelihoods through Sustainable Land Management (SLM)) and LD-2-5 Create enabling environments to support scaling up and mainstreaming of SLM and LDN*]

### 4. Financing

***Operational Partners Agreement*** (***OPA***)signed in May, 2020 between the Regional Environmental Centre of for the Caucasus and the United Nations Food and Agriculture Organization (FAO) for implementation of the Grant Project (**the Project**) **“**Achieving Land Degradation Neutrality Targets of Georgia through Restoration and Sustainable Management of Degraded Pasturelands”

### 5. Contracting Organization

 The Regional Environmental Centre for the Caucasus (REC Caucasus).

## CONTRACT SPECIFICATIONS

**6. Description of the contract**

The subject of the contract is the supply of Dairy Equipment and Cattle health Products.

### 7. Description of the Procurement Notice:

 **Supply of Dairy equipment and Cattle health Products**

**and**

**Storage and delivery of the supplied goods in the Gurjaani, Dmanisi and Kazbegi Municipalities at the place and time (date) specified by REC Caucasus.**

**Detailed Technical Data and Specification for the Supply and Quantities to be delivered see in Annex I - *Technical Offer* and Annex II- *Budget Breakdown* (see file** 01.Model-TenderForm-Dairy Support Equipment&Material\_027RECCGFAO**)**

## TERMS OF PARTICIPATION

### 8. Eligibility and rules of origin

* Participation is open to all entrepreneur (a natural person or a legal entity that has an enterprise) participating either individually or in a grouping (consortium) of tenderers, which are established or have branch office registered in in accordance with the Law of Georgia “On Entrepreneurs “.

* Georgia

***Participation of natural persons and Non-entrepreneurial (Non-commercial) Legal Entities) is not allowed.***

All goods supplied under this contract must originate in:

* Georgia,

or

* in a country or territory of the regions covered and/or authorised by the Georgian state and by the specific instruments applicable to the *Operational Partners Agreement* (*OPA*) under which the contract is financed .

### 9. Grounds for exclusion

Tenderers must submit a signed declaration, included in „Tender form for Supply Contract“of the Tender Dossier to the effect that they are not in any of the situations listed in the declaration.

### 10. Number of tenders

Tenderers may submit only one tender. Tenderer may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

1. **Tender guarantee**

Not required

1. **Performance guarantee**

Not required

1. **Clarification deadline**

Request for clarification/questions will be accepted latest **on 22 March , 2024 (15:00, Local Time).**

**Contact person:** Nino Nadibaidze, *Project Administrative Assistant*

**Contact info:**

**e-mail:** nino.nadibaidze@rec-caucasus.org

### 14. Tender validity

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders.

### 15. Period of implementation of tasks

2 months from the day after the last signature of the contract until the provisional acceptance (1 Month ) and delivering to the specified destination (1 month).

The supplier of the goods is obliged to store the delivered goods for a maximum period of 1 month after delivery and to ensure their delivery to the places and dates specified by RECC in the municipalities of Dmanisi, Gurjaani and Kazbegi.

## SELECTION AND AWARD CRITERIA

### 16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

1) ***compliance to the technical specifications and requirements***

2) ***Price***

### 17. Award criteria

Upon acceptance of offered technical specification, the sole award criterion will be the price.

## TENDERING

### 18. How to obtain the tender dossier

The tender dossier is available from the following Internet addresses:

**REC Caucasus website:**

[***https://rec-caucasus.org/announcements-vacancies/announcements***](https://rec-caucasus.org/announcements-vacancies/announcements)

Tenders must be submitted (using the “Model Tender Form for a Supply Contract” whose format and instructions must be strictly observed) - as hard copy to:

***Ms. Ana Rukhadze, Authorized Officer***

**REC Caucasus**

**Mtskheta Str. 48-50**

**0179 Tbilisi, Georgia**

**www.rec-caucasus.org**

Tenderers with questions regarding this tender should send them by E-mail to:

**Nino Nadibaidze, Ms. (Project Administrative Assistant)**

***nino.nadibaidze@rec-caucasus.org***

(mentioning the publication reference shown in item 1) at least 10 calendar days before the deadline for submission of tenders given in item 19.

The Contracting Organization will reply to all tenderers' questions at least 10 days before the deadline for submission of tenders.

Eventual clarifications or minor changes to the tender dossier will be published at the latest 10 days before the submission deadline at the website/s indicated above.

### 19. Deadline for submission of tenders

Deadline for submission is defined as a minimum of 21 calendar days for local tenders after the date of publication of this procurement notice: **18:00 (Local Time)** on **4 April, 2024**

Any tender received after this deadline will not be considered

**20. Indicative time period for tender opening session**

08-10 April, 2024

### 21 Language of the procedure

All written communications for this tender procedure and contract must be in Georgian and/or in English.

### 22. Legal basis

*Operational Partners Agreement* (*OPA*) signed in May, 2020 between the Regional Environmental Centre of for the Caucasus and the United Nations Food and Agriculture Organization (FAO) for implementation of the Grant Project (**the Project**) **“**Achieving Land Degradation Neutrality Targets of Georgia through Restoration and Sustainable Management of Degraded Pasturelands”.

# INSTRUCTIONS TO TENDERERS

**PUBLICATION REF.:** 027RECC/G/FAO-[BL-5650-03]-No.01-2024

**In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.**

**These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions set out in the OPA and REC Caucasus Administration Manual1.**

## 1. Supplies to be provided

1.1 The subject of the contract is the supply by the Contractor of the following goods:

 S**upply of Dairy Equipment and Cattle Health Products**

**To be delivered to the location in Gurjaani (village Naniani), Dmanisi (village Ganakhleba) Kazbegi (village Sno) Municipality, as specified by REC Caucasus.**

**Detailed Technical Data and Specification for the Supply and Quantities to be delivered see in TENDER FORM FOR A SUPPLY CONTRACT, Annex I - *Technical Offer* and Annex II - *Budget Breakdown* (see file** **01.Model-TenderForm-Dairy Support Equipment & Material\_ 027RECCGFAO.)**

Within 1 months from the day after the last signature of the contract until the Provisional Acceptance.

Upon Provisional Acceptance, the supplier must arrange the goods in their own warehouse as necessary and deliver them to the specified destination at the time determined by RECC.

The storage period will not exceed 1 month.

* 1. The supplies must comply fully with the technical specifications set out in the tender dossier (technical annexes) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

* 1. Tenderers are not authorized to tender for a variant in addition to the present tender.

### 2. Timetable

|  |  |  |
| --- | --- | --- |
|   | **DATE**  | **TIME\***  |
| **Deadline for request for any clarifications from the Contracting Organization (REC** **Caucasus)**  | 22.03.2024 | 15:00. Local time |
| **Deadline for submission of tenders**  | 04.04.2024 | 18:00, Local Time |
| **Tender opening session (*Indicative*)**  | 08-10.04.2024 | - |
| **Notification of award to the successful tenderer**  | 11.04.2024 | - |
| **Signature of the contract**  | 11-13.04.2024 | - |

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### 3. Participation

3.1 Participation in tendering is open to all entrepreneur (a natural person or a legal entity that has an enterprise) participating either individually or in a grouping (consortium) of tenderers, which are established or have branch office registered in Georgia in accordance with the Law of Georgia "On Entrepreneurs":

* Georgia

***Participation of natural persons (including individual entrepreneurs) is not allowed***

These terms refer to all commercial legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of Georgia and having their statutory office, central administration or principal place of business in Georgia or branch office registered in Georgia. A legal entity, company or partnership having only its statutory office in Georgia must be engaged in an activity which has an effective and continuous link with the economy of the state of Georgia.

 3.2 All goods supplied under this contract must originate in:

* Georgia,

or

* in a country or territory of the regions covered and/or authorised by the Georgian state and by the specific instruments applicable to the *Operational Partners Agreement* (*OPA*) of under which the contract is financed.

3.3 These rules apply to:

1. tenderers
2. members of a consortium
3. any subcontractors.

3.4 Potential tenderers shall be excluded from the participation in a procurement or award procedure if they meet either of the criteria set out below or in further guidance provided if procurement is authorized:

1. *they are not established in Georgia or do not have branch office registered in Georgia.*

1. *they, or persons having powers of representation, decision making or control over them, have misrepresented information required as a condition of participation in the tender procedure or if they fail to supply relevant information;*

1. *they are entities listed on the Consolidated United Nations Security Council Sanctions List* [*(https://scsanctions.un.org/consolidated/)*](https://scsanctions.un.org/consolidated/)*, or:*

1. *they are subject to a conflict of interests;*

1. *they are bankrupt, subject to insolvency or winding-up procedures, their assets are being administered by a liquidator or by a court, they are in an arrangement with creditors, their business activities are suspended or they are in any analogous situation arising from a similar procedure provided for under international law or national legislation and/or regulations of Georgia;*

1. *they are under breach of their obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;*

1. *they have shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Georgia’s state and/or a municipal budget, which has led to their early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by Georgia’s state and/or municipal contracting authority;*
2. *they are in any analogous situation described above and applicable to the Operational Partners Agreement (OPA) under which the contract is financed, international law or Georgia’s national legislation.*

Tenderers must provide declarations to the effect that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium.

* 1. To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Organization that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

* 1. If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

### 4. Origin

4.1 Unless otherwise provided in the contract all goods purchased must originate in:

* Georgia,

or

* in a country or territory of the regions covered and/or authorized by the Georgian state and by the specific instruments applicable to the *Operational Partners Agreement* (*OPA*) under which the contract is financed.

For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the Georgia’s customs law or to the relevant international agreement applicable.

4.2 When submitting its tender, the tenderer must state expressly that all the goods meet the requirements concerning origin. It may be asked to provide additional information in this connection.

### 5. Type of contract

 Unit - Price

 **6. Currency**

 Tenders must be presented in Georgia’s national currency – Lari (GEL).

### 7. Period of validity

7.1 Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

7.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Organization may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

7.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period irrespective of the date of notification.

### 8. Language of offers

8.1 The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Organization must be written in the language of the procedure which is English unless otherwise is indicated in Technical and Financial Offer forms.

Supporting documents could be submitted in Georgian language as well without translation into the language of the call for tender. Where the documents are in an official language of Georgia (Georgian), it is however recommended to provide a translation into the language of the call for tenders, in order to facilitate smooth the evaluation of the documents.

### 9. Submission of tenders

 Tenders must comply with the following conditions:

9.1 All tenders must be submitted in one original, marked “original”, and 2 copies signed in the same way as the original and marked “copy”.

9.2 All tenders must be received at:

**REC Caucasus**

**Mtskheta Str. 48-50**

**0179 Tbilisi, Georgia**

before the deadline

**04 April 2024 - 18:00 (Local Time)**

by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Contracting Organization’s representative.

9.3 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

1. the above address;
2. name of authorized officer;
3. the reference code of this tender procedure,

 (i.e., Publication Reference: **027RECC/G/FAO-[BL-5650-03]-No.01-2024)**;

1. the words “Not to be opened before the tender opening session” in the language of the tender dossier;
2. the name of the tenderer.

**TENDER DOCUMENTS FOR A SUPPLY CONTRACT**

**(1 Original and 2 Copies)**

**TO*:*** *Ana Rukhadze, Authorised Officer*

 REC Caucasus

Mtskheta Str. 48-50

 0179 Tbilisi, Georgia

**Tender Reference**: 027RECC/G/FAO-[BL-5650-03]-No.01-2024

**Not to be opened before the tender opening session**

 **FROM:** *Name of the tenderer (Company Name) and Address*

The Tender Submission Form (technical and financial offers and supporting documentation) must be placed together in a sealed envelope.

### 10. Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

**Part 1: Technical offer- Financial offer:**

* a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable.
* A financial offer calculated for the supplies tendered.

This technical and financial offer should be presented as per template see **01.Model-TenderForm-Dairy Support Equipment&Material\_027RECCGFAO)**, and if necessary completed by separate sheets for the details.

**Part 2: Documentation:**

The “Tender Form for a Supply Contract”, duly completed, which includes the tenderer’s declaration, (from each member if a consortium):

[Business Registration](https://psh.gov.ge/main/all_services/2) [Extract on entity](https://psh.gov.ge/main/all_services/2/105) (*or entities if consortium*) from the [***Registry of Entrepreneurs***](https://psh.gov.ge/main/page/2/105#ac575)– updated within the period of January, 2024 – issued after announcement date of this call by the National Agency of Public Registry (NAPR). [*www.napr.gov.ge*](http://www.napr.gov.ge)

Certificate form from the ***Register of Debtors*** on  [entity](https://psh.gov.ge/main/all_services/2/105) (*or entities if consortium*) – issued after announcement date of this call by the National Bureau of Enforcement (NBE) [*www.nbe.gov.ge*](http://www.nbe.gov.ge)

Certificate on absence of tax arrears- updated within the period of January, 2024 - issues after the announcement date of this call by the **Revenues Service (RS).** [*www.rs.ge*](http://www.rs.ge)

The details of the bank account issued by a tenderer’s service bank operating in Georgia into which payments should be made [***Bank Details of Account in National Currency***].

**To be supplied on free formats:**

* Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so – in case if the person who signs a tender on behalf of the company/joint venture/consortium is different from those who are mentioned as persons with management and/or representative powers on [Business Registration](https://psh.gov.ge/main/all_services/2) [Extract on entity](https://psh.gov.ge/main/all_services/2/105) (*or entities if consortium*).

**Remarks:**

Tenderers are requested to follow the order of presentation provided in the Tender Form for Supply Contract (see **01.Model-TenderForm-Dairy Support Equipment&Material\_027RECCGFAO)**

### 11. Taxes and other charges

The goods under this Tender Dossier are to be delivered on the basis DDP/Delivery Duty Paid, to specified locations in Tbilisi, Georgia (*including VAT, customs, import* *and other taxes and fees*).

### 12. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to preclude the need for tenderers to request additional information during the procedure. If the Contracting Organization, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must publish on REC Caucasus web-page to make it available for all other prospective tenderers at the same time.

Tenderers may submit questions by email to the following address up to 10 calendar days before the deadline for submission of tenders, specifying the:

**publication reference no. 027RECC/G/FAO-[BL-5650-03]-No.01-2024**

**and**  **the contract title**: **Supply of Dairy Equipment and Cattle Health Products**

**Nino Nadibaidze, Ms. (Project Administrative Assistant)**

*nino.nadibaidze@rec-caucasus.org*

 with cc to:

*ana.rukhadze@rec-caucasus.org*

The REC Caucasus has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the following website:

 **REC Caucasus website:**

[**https://rec-caucasus.org/announcements-vacancies/announcements/**](https://rec-caucasus.org/announcements-vacancies/announcements/)

at the latest 10 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Organization during the tender period may be excluded from the tender procedure.

### 13. Information/Clarification meeting

13.1 Information/clarification meeting could be scheduled **10 days before the deadline.** In case you are interested, to attend the meeting and receive zoom link please contact to Nino Nadibaidze tel: + (995) 577193 444 e-mail: *nino.nadibaidze@rec-caucasus.org*

### 14. Alteration or withdrawal of tenders

14.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

14.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

### 15. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

### 16. Ownership of tenders

The REC Caucasus retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 17. Joint venture or consortium

17.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Contracting Organization.

17.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Organization in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of Georgia of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

### 18. Opening of tenders

18.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.

18.2 The tenders will be opened:

within the period of **08-10 April,**  **2024**

by the Selection Committee appointed in advance for the purpose. The Selection Committee will draw up minutes of the meeting, which will be available on request.

18.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Organization may consider appropriate may be announced.

18.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

18.5 Any attempt by a tenderer to influence the Selection Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Organization in its decision concerning the award of the contract will result in the immediate rejection of its tender.

18.6 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Organization. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

### 19. Evaluation of tenders

**19.1 *Examination of the administrative conformity of tenders***

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Organization or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

**19.2 Technical evaluation**

After analyzing the tenders deemed to comply in administrative terms, the Selection Committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the Selection Committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the Selection Committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 19.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

**19.3** **Financial evaluation**

1. Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the Selection Committee as follows:

* + - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

* + - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

1. Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

**19.4Variant solutions**

Variant solutions will not be taken into consideration.

**19.5 Award criteria**

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

### 20. Tender guarantee ( Not Applicable )

### 21. Ethics clauses

22.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Organization during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

22.2 Without the Contracting Organization's prior written authorization, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

22.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that it is affected by no conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the Project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Organization.

22.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the Project or services without the Contracting Organization's prior approval. It may not commit the Contracting Organization in any way without its prior written consent.

22.5 For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state - Georgia. In particular and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions to which Georgia is a party (*such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour*).

22.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Organization.

22.7 The Contractor and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

22.8 The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

22.9 The Contractor shall refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Organization may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

22.10 The Contracting Organization reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Organization fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Organization.

22.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

### 22. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Organization. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

* *the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;*
* *the economic or technical parameters of the Project have been fundamentally altered;*
* *exceptional circumstances or force majeure render normal implementation of the Project impossible;*
* *all technically compliant tenders exceed the financial resources available;*
* *there have been irregularities in the procedure, in particular where these have prevented fair competition;*
* *the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).*

**In no event shall the Contracting Organization be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Organization has been advised of the possibility of damages.**

### 23. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

### 24. Data Protection

Tender’s commercial data will be processed solely for the purposes of the tender evaluation and for management and monitoring of the contract by the REC Caucasus without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in the application of Georgian law. Certain of this data may constitute protected “personal data” as that term is defined in the Georgia’s Law on Personal Data Protection of 28 December of 2011. Transmission of personal data may occur to FAO, solely for the purpose of implementing relevant Project and monitoring of consequent tender procedures.