**Mestiachala Bridge Construction**

Consisting of:

Non-Disclosure Agreement

BoQ Road Bridge

Specification Bridge Bearings

Road Bridge Structure

General Notes for Steelwork

FWK Road Bridge

Date: 23 January 2020

**2020**

# JSC Svaneti Hydro Bridge Construction

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# INTRODUCTION

JSC Svaneti Hydro (referred to as the “CLIENT”) is seeking technical and commercial proposal (hereinafter referred to as “BID”) from the tender participant (hereinafter referred to as “TENDERER”) for the Mestiachala Bridge Construction.

# GENERAL TERMS AND CONDITIONS

* 1. The CLIENT reserves the right to reject or accept any proposal. The CLIENT reserves the right to proceed with the implementation of any work, in whole or in part, as described in the proposals.
  2. The CLIENT will be the sole judge to reject or accept any BID. As such, any BID deemed incomplete, unsatisfactory, or failing to comply with the requirements or format may be rejected by the CLIENT.
  3. The CLIENT reserves the right to engage in discussions with any TENDERER to clarify responses or discuss certain elements with regards to the proposal or services requested. The CLIENT has no obligation to notify the other TENDERERs of the discussions, clarifications, or other information provided by a TENDERER.
  4. The CLIENT reserves the right to award the proposal based on experience, completion date, guarantee of service, and other criteria, and not necessarily the lowest cost.
  5. Based on available funds, the CLIENT reserves the right to delete components from the Tender and negotiate changes to fully meet the CLIENT’s needs.
  6. The issuance of this Tender or any negotiations with a company after the closing date does not bind or commit the CLIENT to enter into any contract.
  7. The CLIENT reserves the right in the event the successful TENDERER fails to comply with the terms and conditions as listed, to cancel this contract and award it to another TENDERER without penalty or action against the CLIENT. The tender does not constitute an agreement or order. Submission of a proposal or response by a proponent is voluntary.
  8. By submitting a bid, the TENDERER is deemed to have acknowledged all of the undertakings, specifications, terms and conditions contained in the tender, and to be bound by them if the BID is accepted. All expenses incurred by the TENDERER in connection with the preparation of its proposal are to be borne by the TENDERER, and the CLIENT shall not incur any obligation whatsoever toward the TENDERER regardless of whether such bid is accepted or rejected.
  9. An authorized signing officer must sign all bids. The bid must indicate an individual who is authorized to negotiate and sign on behalf of the proponent if other than the signature found on the proposal submission.
  10. All submissions are to be prefaced with a covering letter, on company letterhead, which contains an original signature of the individual authorized to submit proposals on their behalf.
  11. CLIENT retains the right to visit TENDERER facilities during TENDER to examine steel assembly facilities.

# INSTRUCTIONS TO TENDERER

* 1. TENDERER must submit a written acknowledgement of the receipt of this tender package with the signed/stamped NDA within **two business days** following issuance of this tender by the CLIENT. Acknowledgement must be sent electronically to CLIENT’s representative identified in section 4.1 below.
  2. BID must be submitted in line with the instructions provided within this tender package.
  3. Proposals are to be received in electronic format per instructions provided separately.
  4. Submission Deadline is **February 3, 2020 (Submission Deadline)**

# COMMUNICATION AND ENQUIRIES

* 1. All enquires and communication regarding this tender (including notifications of any discrepancies or errors or omissions to be submitted in electronically, no later than 3 business days prior to the Submission Deadline to: dbichelashvili@grpc.ge. Otherwise the CLIENT reserves the right not to respond to enquiries. Responses by the CLIENT to enquiries will be made in writing and distributed by email to all proponents registered as having received the tender as of the date the response is required by the CLIENT. The CLIENT will not identify the source of the question(s) in the response. Orally communicated information shall not be binding upon the CLIENT. Enquiries after the foregoing deadline will not receive a response.

# FORMAT OF THE BID

The BID submitted by the TENDERER must be structured as per the below provided instructions:

1. **Executive Summary**
2. **Qualifications and Experience**
   1. **TENDERER’s Background** including history, organizational structure, number of employees, summary of services provided
   2. **Relevant Project Experience** – limit to three project descriptions including location, CLIENT, relevance to current project
   3. **References** – limit to three references including company name, contact address, phone number and email addresses.
   4. **Proposed sub–contractors** including company name, description of proposed role, and summary of qualifications.
3. **Technical proposal outlining scope of work and methodology** (include detailed descriptions of scope of work, deliverables, exclusions, conditions, stipulations and assumptions).
4. **Project Management and Communication** – Provide description of organizationassigned to the project execution, number of people, roles and responsibilities and communication means, CV’s of the key personnel (upon request)
5. **Proposed Implementation Schedule** based on the completion dates indicated by CLIENT in section 7 below.
6. **Warranty**
7. **Sub-contracting**
8. **Commercial Proposal** outlining TENDERER’s rates and prices for the performance of SCOPE OF WORK of this tender package.

# SCOPE OF WORK

Scope of this tender package is to build in Mestia, Svaneti (hereinafter referred to as “SCOPE OF WORK”). **Location Coordinates:** 4775319.81 m N , 316408.41 m E

* 1. DETAILED SCOPE OF WORK covers foundation civil works, provision of shop drawings, construction & installation of Bridge, the detailed information is stipulated in the attached technical documentation. The TENDERER is not obliged to perform works defined by both lots, the participant supplier can provide works for each LOT.

**Tests and commissioning**

Perform all applicable test prior to commissioning. Supply all as build documentation and certificates.

* 1. Product Data Sheets and Certificates

TENDERER must submit product data sheets and applicable certificates for all material intended to be used during construction, including but not limited to:

1. Product characteristics
2. Performance Criteria
3. Installation Instructions
4. Limitations
5. Colour and finish
   1. Material Delivery, Storage and Handling
6. TENDERER must organize required materials delivery to the site and related offloading equipment
7. TENDERER should provide and maintain dry, off ground, weather proof storage if required
8. TENDERER must obey all handling and safety working rules according to the legislation of Georgia and internal site regulations
9. Construction site must be kept in a clean, useable condition at all times.
10. TENDERER must organize on site its own working barracks, WC’s and other required auxiliary installations.

# SCHEDULE

Please provide the time schedule per work stages as listed below:

|  |  |
| --- | --- |
| **Task Description** | **Completion Date** |
| Foundation Civil Works |  |
| Bridge Construction |  |
| Bridge Installation Works |  |

Please specify completion dates and sequence of works separately for each lot:

Lot 1 Foundation Civil Works:

Lot 2 Bridge Construction and Installation works at site:

# WARRANTY

Please indicate Warranty Period \_\_\_\_ years and Terms starting from the date of substantial completion of the SCOPE OF WORK.

# SUBCONTRACTING

The TENDERER must specify in each sub-contractor and the details of all the sub-contracts it proposes to enter into with each of the sub-contractor. The sub-contractor(s) are expected to meet the same standards and quality of work as those required from the TENDERER. The TENDERER shall be held responsible for all aspects of work carried out by the sub-contractor(s). The CLIENT has the right to accept or reject any or all sub-contractors, and this acceptance of any sub-contractors shall not relieve the TENDERER of the responsibilities.

# COMMERCIAL PROPOSAL

Currency to be indicated in the price proposal is GEL (Georgian Lari). TENDERER’s commercial proposal shall represent the full and final compensation for the SCOPE OF WORK and the requirements outlined in this tender package and shall include the following elements (all rates to be exclusive of Georgian VAT).

Detailed commercial proposal should be filled in the table presented in appendixes to the current tender.

Prices shall be provided in two lots: 1st first lot – Foundation Civil Works and 2nd Lot-Bridge Construction/Installation Works. The TENDERER shall provide **lots separately**.

Pricing for supplies in tender documents shall be fixed or price adjustments terms shall be specified (upwards or downwards) in the RFQ and contract, costs related to labour or materials, mostly referring to performance based projects/contracts. All price alteration and adjustment possibilities shall be defined by the supplier in bidding documents, using the prescribed formulas where relevant, which performs the detail break down of the total price into components, price index or exchange rates impacting on the total value. The same currency shall be indicated in all bidding documents.

Payment Terms: Bidding documents shall indicate the payment terms requested and offered, alternative payment methods will be allowed, and, if so how it will influence on bid that will be considered during evaluation.

# EVALUATION PROCESS

An evaluation team will be assigned to evaluate the proposals. The bids will be evaluated on each of the evaluation criteria as outlined above, including but not necessarily limited to: qualifications and experience performing similar work, proposed scope of work and methodology, ability to meet project deadlines, and fees. Based on this review, TENDERERs may be selected for personal interviews if required by the CLIENT, at the TENDERER’s own expense. An award recommendation by the evaluation committee will be based on merit, relying on the information presented in the proposal and presented to the CLIENT.

# ADDENDUM

In the event the CLIENT is required to issue notifications of changes or corrections to the tender package, such addendums shall be emailed. Each addendum shall contain a notification which requires the TENDERER to sign and include each addendum with the BID. It is mandatory that the CLIENT receives confirmation (email) that the TENDERER has indeed received the addendum. Failure to comply with the instructions on an addendum may result in rejection of the BID.

# SAFETY REGULATIONS

TENDERER must confirm within the BID its agreement for all of TENDERER’S workforce and sub-contractors to participate and comply with the CLIENT’s on-site safety orientation and requirements and all legal regulations of Georgia as applicable. During the working process envisaged in the requested scope, including the Service supply and exploitation of the techniques (grab cranes, excavator and etc.) the Supplier is obliged to provide his employees and meet with the Health and Safety corresponding standards and norms; the Supplier will assume responsibility to instruct, train and equip with safety units and techniques the personal during operation at site. In case the Supplier or the employees will breach the mentioned rules, the responsibility fully lies with the Supplier

# WORK QUALITY CONTROL AND SUPERVISING ORGANIZATION

The Client shall have right to:

* 1. inspect the quality and progress of Work at any time at its discretion, to change the scope of Work and to give mandatory instructions to the Contractor;
  2. appoint the construction supervisor (the “**Construction Supervisor**”) and to delegate any and all rights and duties of the Client, including, but not limited to the right to give the Contractor any verbal and/or written instructions related to Works, while remedying the shortcomings and defects and/or during the Warranty Period.

# ADDITIONAL REQUIREMENTS

Besides, RFI and RFP the Applicant Supplier shall provide the list of documents,

The Requested Documentation is as follows:

* Legal Form: updated valid extract form from registry office
* ID copies of owners/shareholders
* Valid license for performing specific kind of activity (if applicable)
* Full banking details of a supplier (valid)
* Official Letter from the Bank stating of a supplier concerning bankruptcy or insolvency (valid)
* Partner List
* Reference list and description of the completed projects (within the last 2-year period)

**Note:**

* JSC Svaneti Hydro does not assume responsibility to place an order to the applicant suppliers or cover any expenses related for submission of the requested documents listed above.
* The Company is not obliged to make detailed explanation to the Applicant Suppliers after selection and tender process is complete.
* Tender Committee can agree on additional requirements to applicants (suppliers) if the project and/or specifics of Supply require additional information to guarantee supply of works and services for the Company.