

**National Bank of Georgia**

**Contest Announcement  
for  
Development of Engineering Design  
for Filtration of outdoor Decorative Pool located in the  
surroundings of the Cash Center Building of the National Bank  
of Georgia**

**(CPV – 45223200 - Structural works)**

These Contest Announcement has been developed in compliance with the Law of Georgia on State Procurement and the Rules and Conditions for State Procurement for Designing Services through the Contest

**Tbilisi, 2015**

1. **The National Bank of Georgia (NBG)** announces a Contest for Development of Engineering Design for Filtration of outdoor Decorative Pool located in the surroundings of the Cash Center Building of National Bank of Georgia (“Services”), and invites all interested persons, who has at least 3 (three) years experience in conducting of Engineering design for filtration of pools, to participate in the Contest.
2. **Contest Objective**  
Development of Detailed Engineering Design and Bill of Quantities for Filtration of outdoor Decorative Pool located in the surroundings of the Cash Center Building of National Bank of Georgia (72 Kakheti Highway, Tbilisi). The Bill of Quantities shall include the list of materials and equipment with indication of their prices.
3. **Source of financing:** The Budget of NBG;
4. **Estimated cost of Services to be procured:** EUR11000 (Eleven thousand), excluding VAT.
5. **Duration of Services:** No more then 20 days after conclusion of Contract;
6. **Fee for participation in the Contest (Contest Fee):**
  - 6.1. Amount of Tender Fee for submission of Proposal is GEL50.00 (fifty) and shall be transferred to the account of State Procurement Agency, given below:  
Beneficiary - Uniform Treasury Account  
Beneficiary’s Bank – State Treasury  
Bank Code - TRESGE22  
Beneficiary’s account/Treasury Code -707797130
7. **Interested Applicants shall submit their Proposals to the following address:** 2, Sanapiro street, Tbilisi, Georgia. The deadline of Proposal submission is July 8, 2015, 6:00PM. Proposal shall be submitted in one sealed envelope. Marking of the envelope shall include: a) name of the Applicant and b) unique number of Contest Announcement, published on the official web-page of State Procurement Agency. Applicants will not attend Proposals evaluation process.
8. **Submitted Proposals are valid** before the conclusion of contract with successful Applicant.
9. **Proposals shall be submitted** either in Georgian or in an English language and each document shall be properly signed by Applicant’s authorized person and stamped (if any). Documents submitted in an English language shall be accompanied by Georgian translation. For the purposes of interpretation the English version shall govern.
10. **Belated proposals** will not be considered by the Evaluation committee.
11. **Contest Proposal**
  - 11.1. Contest Proposal submitted by the Applicant shall include the following documents and information:
    - 11.1.1. Brief description of Company’s profile and history;
    - 11.1.2. List of similar projects (Engineering Design for Filtration of pools) developed and implemented by the Applicant during the years 2012-2015, including the project and client’s names, budget and the year of implementation;
    - 11.1.3. Reference Letters from the clients for whom the similar projects have been implemented (at least 3 letters);
    - 11.1.4. Description and sketch (draft) design of proposed technical solution;
    - 11.1.5. Bidder’s full requisites (name, legal and actual addresses, position, name, and surname of the managing person, phone number, email, Bidder’s Bank details);
    - 11.1.6. Price of Proposal excluding VAT;

- Prices shall be denominated in EURO;
- In case the Applicant is the non-resident of Georgia, the price shall include the income tax (10%) for non-residents according to Tax Code of Georgia. Purchaser as the Tax Agent will deduct amount of this Tax from each payment;
- Amount of VAT shall be added by the Purchaser to the Contract Price if necessary.

**Note: The Currency of Contract with successful Applicant will be:**

- EURO – if the successful Applicant is non-resident of Georgia;
- GEL - if the successful Applicant is resident of Georgia. In this case for the purposes of conversion of EURO to GEL the official exchange rate established by the National Bank of Georgia ([www.nbg.gov.ge](http://www.nbg.gov.ge)) at the deadline of proposal submission, shall be used.

11.1.7. The document confirming the payment of Contest Fee by the Applicant, that shall include the following information:

- Unique number of document and the date of payment;
- Name and Identification No of Purchaser;
- Name and Identification No of Applicant;
- Unique number of Contest Announcement, published on the official web-page of State Procurement Agency

Proposals that does not include the document confirming the payment of Contest Fee will not be considered by the Evaluation committee. Applicant will be disqualified, if the document confirming the payment of Contest Fee does not include the information listed above.

11.2. If the Price of proposal exceeds Estimated cost of Services, it will be disqualified.

11.3. By submitting a Proposal the Applicant automatically attests that during the whole procurement period he/she will comply with the Law of Georgia on State Procurement and expresses an agreement with the terms and requirements of this Announcement and Draft State Procurement Contract.

## **12. Evaluation of Proposals and Contract award**

12.1. The Evaluation Committee shall evaluate the Proposals by the 10-point system using the evaluation criteria and their priority coefficients defined below:

- Price of proposal – 0.4;
- The Applicant's experience – 0.3;
- Proposed technical solution – 0.3.

12.2. The Applicant that has collected the majority of votes of the members of the Evaluation Committee shall be considered a winner. In case the two or more Applicants receives the equal voices, the voice of Chairman of Committee will have the priority.

12.3. Evaluation Committee at it's sole discretion, can to break off the Contest, by the reasons that are out of it's control. In such cases the Purchaser will not be obliged to compensate to the Applicants any costs or charges related to participation in the Contest.

## **13. Technical requirements**

13.1. In result of project implementation the following objectives shall be approached:

- 13.1.1. Minimization of water surface pollution, suspended particles and sedimentary solids by using of advanced, high-performance materials and equipment;
- 13.1.2. Installation of all necessary processing and filtration equipment in the existing underground engineering and utility services room;
- 13.1.3. Complete waterproofing of the walls and bottom of the pool;
- 13.1.4. Maintenance of existing "water curtain" at the front of the pool;

- 13.1.5. Determination of optimal operation mode of the pool according to local weather conditions, coming from the following parameters:
  - Air minimal temperature in winter: -10°C;
  - Air maximal temperature in summer: +40°C;
- 13.2. The levels of the pool bottom given on attached drawings are indicative only. The Supplier has a right to change the pool depth (if it technologically feasible) to the minimal permissible level. This decision has to be agreed with the Purchaser;
- 13.3. The project shall consider the using of advanced, high-performance materials and equipment;
- 13.4. Design works shall be carried out in full compliance with International standards;
- 13.5. Supplier shall submit the Project Documentation in 4 (four) copies (format A4). Documentation shall be accompanied by its electronic version in ArchiCAD or AutoCAD program and in PDF format, as well;
- 13.6. Project Documentation shall include the Cost Estimate developed according to Georgian rules and regulations, and the Bill of Quantities. Bill of Quantities shall include the list of materials and equipment with indication of their names, models, manufacturers, country of origin and complete list of works to be done;
- 13.7. After submission the Project Documentation shall be directed to the expertise authority for project appraisal;
- 13.8. In case there are any comments or recommendations, Supplier shall introduce sufficient changes to the project, at no additional cost to the Supplier, no later than 10 business days from Purchaser's notification;
- 13.9. The drawings of existing pool are attached to this announcement;

#### **14. Payments**

- 14.1. The payment for conducted Services will be made by transfer, within 20 (twenty) business days after execution the relevant Acceptance Certificate and submission of relevant payment documents (Invoice etc.) (whatever is later).
- 14.2. The Currency of payment will be:
  - EURO – if the successful Applicant is non-resident of Georgia;
  - GEL - if the successful Applicant is resident of Georgia.
- 14.3. The payment will be made as follows:
  - 14.3.1. 80% of Price of Services – after submission of Project Documentation;
  - 14.3.2. 20% of Services – after modification of project according to Recommendations of Expertise Authority (if any).

#### **15. Additional information can be received from the following contact persons:**

- 15.1. Members of the Secretariat of Contest Committee:
  - Zurab Gongadze: Tel.: (+99532) 2406 369; email: [zgongadze@nbg.gov.ge](mailto:zgongadze@nbg.gov.ge)
  - Nikoloz Chukhrukidze: Tel.: (+99532) 2406 398; email: [nchukhrukidze@nbg.gov.ge](mailto:nchukhrukidze@nbg.gov.ge)

## Draft State Procurement Contract No

Tbilisi

2015

**Purchaser:** National Bank of Georgia  
**Address:** No 2 Sanapiro str., 0114, Tbilisi, Georgia;  
**Identification No:** 203 824 148.

**Supplier:** \_\_\_\_\_  
**Legal Address:** \_\_\_\_\_  
**Actual Address:** \_\_\_\_\_  
**Identification No** \_\_\_\_\_  
**Bank Details:** \_\_\_\_\_

On the ground of Georgian Law on State Procurement and Supplier's Contest Proposal and in terms of Contest (Contest Announcement N ..... ) the Parties enter into this State Procurement Contract and agree as follows:

### 1. *Subject of the Contract*

- 1.1. The subject of this Contract is Development of Engineering Design for Filtration of outdoor Decorative Pool located in the surroundings of the Cash Center Building of National Bank of Georgia ("Services") according to the Technical Requirements and Terms of this Contract (CPV Code: 45223200).

### 2. **Control of the Implementation of Contract**

- 2.1. The purchaser or its representative shall have the right to exercise technical control and/or supervise the Services in order to verify whether they comply with the requirements.
- 2.2. Purchaser's Control/Inspection over the Supplier's fulfillment of his obligations under this Contract shall be exercised by the Head of Procurement & Logistic Department.
- 2.3. Supplier is under the obligation to eliminate, at his own costs, any defect which may arise as a result of Control/Inspection.

### 3. **Procedures of Acceptance of Services**

- 3.1. The Supplier performs the Services within 20 (twenty) days after the execution of Contract.
- 3.2. After submission the Project Documentation shall be directed to the expertise authority for project appraisal;
- 3.3. In case there are any comments or recommendations, Supplier shall introduce sufficient changes to the project, at no additional cost to the Supplier, no later than 10 business days from Purchaser's notification;
- 3.4. The Services shall be deemed as accepted by the Purchaser only after execution of Acceptance Certificate by the Authorized Representatives of the Purchaser and the Supplier.
- 3.5. The purchaser's representative authorized to sign the Takeover Certificate according to par. 3.4 will be Head of the Procurement & Logistic Department.

### 4. **Contract Price and Payments**

- 4.1. The total price of Services under this Contract constitutes \_\_\_\_\_ EURO ("Contract Price").

- 4.2. Contract Price includes all legal charges, duties, levies etc., connected with the performance of Services as well as Taxes according to Georgian Legislation.
- 4.3. The payment for conducted Services will be made by transfer, within 20 (twenty) business days after execution the relevant Acceptance Certificate and submission of relevant payment documents (Invoice etc.) (whatever is later).
- 4.4. The Currency of payment will be:
  - EURO – if the successful Applicant is non-resident of Georgia;
  - GEL - if the successful Applicant is resident of Georgia.
- 4.5. The payment will be made as follows:
  - 80% of Price of Services – after submission of Project Documentation;
  - 20% of Services – after modification of project according to Recommendations of Expertise Authority (if any).

## **5. Rights and Obligations**

- 5.1. The supplier hereby covenants to provide the Services to the Purchaser in conformity in all respects with the provisions of the contract.
- 5.2. The purchaser hereby covenants to pay to the supplier the Contract Price under the provisions of the contract at the times and in the manner prescribed by the contract.

## **6. Liability of Parties for Non-fulfillment of the Terms and Conditions of Contract**

- 6.1. For non-fulfillment, improper fulfillment, or delayed fulfillment of the obligations under the Contract, the Supplier shall pay the penalty of 0,1% of the Contract Price for each day of delay and this sum shall be deducted from the amount payable to the Supplier.
- 6.2. For delaying the payment term, the Supplier may impose upon the Purchaser the penalty of 0,1 % of the outstanding sum for each day of delay.
- 6.3. Payment of penalties does not release the parties from their obligations under the Contract.
- 6.4. All penalties under this contract shall be limited to 10 % of the Contract Price. If the penalties under the present provision exceed 10% of Contract Price, this shall constitute ground for unilateral termination of contract.

## **7. Contract Modifications and Amendments**

- 7.1. No modifications or alterations shall be introduced to the terms of the contract except the written changes signed by both parties.
- 7.2. If due to some unexpected reasons the necessity of change the terms of the contract arises, the initiator of introducing changes shall communicate the relevant information to another party in writing.
- 7.3. Any change of the terms of the contract shall be executed as an addendum to the contract and shall be considered as an integral part of the contract.

## **8. Force Majeure**

- 8.1. Neither party shall be liable to forfeiture of its performance security, termination for default and penalty sanctions if the delay in performance or other failure to perform the obligations under the Contract is the result of an event of Force Majeure.
- 8.2. For the purposes of this Article “Force Majeure” means an event or situation beyond the control of the parties, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include wars, natural calamities, epidemics, quarantine restrictions, freight embargoes, drastic decrease in budgetary allocations and others.
- 8.3. If a Force Majeure situation arises, the party, that will not be able to perform its obligations, shall promptly notify another party in writing of such conditions and their causes thereof. If the party that

sends a notification does not receive from another party a written response, it shall continue to perform its obligations under the Contract as far as is reasonably practical and appropriate and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**9. Settlement of Disputes**

- 9.1. The purchaser and the Supplier shall make every effort to resolve amicably by direct, informal negotiations any disagreement or dispute arising between them under or in connection with the Contract
- 9.2. If the parties fail to resolve such a dispute by mutual consultation within 30 (thirty) days from the commencement of such consultations, either party may require that the dispute be referred for resolution to the court of Georgia under the established procedure.

**10. Validity of Contract**

- 10.1. The Contract is in force from the date of its signature by the parties and remains valid until fulfilment by the parties of their obligations, but no later than December 31, 2015.

**11. General Provisions**

- 11.1. The Parties shall not delegate their obligations and responsibilities under this Contract in whole or in part to any third party, unless the written consent of the purchaser.
- 11.2. The parties agree that all the issues that are not regulated by this Contract will be regulated by the Georgian legislation.
- 11.3. This Contract is executed in 3 (three) copies (one for Supplier and two for Purchaser). Each copy has the equal legal force.

In witness whereof the parties hereto agree on the terms and provisions of Contract and have caused this Contract to be executed in accordance with the laws of Georgia on the day, month and year indicated above.

**Purchaser:**

**Supplier:**

(Position, name and signature of authorised representative)

(Position, name and signature of authorised representative)