**2022**

**RFQ – Dewatering Equipment for Gardabani Sewage Treatment Plant - Georgia** Consisting of:

Request for Quotation

Terms of Reference (TOR) including Project Description and Technical Specification Annex 1

Non-Disclosure Agreement Annex 2

Instructions for E-tender Annex 3

Date: 3 November 2022

# Gardabani Sewage Treatment Plant Tender

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# INTRODUCTION

**Gardabani Sewage Treatment Plant**

Gardabani Wastewater Treatment Plant (WWTP) is located south-east of the city Tbilisi and treats domestic and industrial effluents of Tbilisi, Gardabani and Rustavi. Wastewater from Tbilisi is conveyed by a main collector of 3,300 mm in diameter and, following treatment, discharged into the Mtkvari River.

The plant was built in 1985. Since then, some rehabilitation works were implemented (e.g., primary tanks rehabilitation). At the moment the wastewater treatment is solely conducted through mechanical primary treatment. After passing the primary treatment stage the wastewater is directly discharged into the outlet. The biological treatment stage and secondary clarifiers have not been in operation for at least 25 years. Anaerobic sludge digesters, as well, were build, but never commissioned.

Therefore, the project has been prepared which is focused on the dewatering facility of the plant and the company Gardabani Sewage Treatment Plant GSTP will be announcing tenders to acquire all necessary equipment and services to implement the necessary upgrades according to the above mentioned project.

Current tender will be focused on procurement of the Dewatering equipment connected. Hence, Gardabani Sewage Treatment Plant GSTP (“CLIENT”) is inviting qualified suppliers to participate in the Tender to prepare technical and commercial proposals (hereinafter referred to as “BID”) from the tender participant (hereinafter referred to as “TENDERER”) for Gardabani Sewage Treatment Plant’s Dewatering Equipment.

# 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 facilities.

# INSTRUCTIONS TO TENDERER

* 1. BID (Technical and Financial proposals) must be submitted in line with the instructions provided within this tender package.
  2. Tenderer must submit the signed NDA (non-disclosure agreement), presented in Annex 2, together with the BID
  3. BID Submission Deadline: **November 25, 2022, 18:00 (TBS)**
  4. BID currency must be EURO (EUR). The proposed price must include all expenses and taxes applicable;
  5. The bid validity period is 90 (ninety) calendar days from the date of submission of bids.
  6. The Client (Gardabani Sewage Treatment Plant) reserves the right to set the deadline for the tender, change the terms of the tender or terminate the tender at any stage.
  7. The Tender Committee of the Client will identify the winner of the Tender by the criteria set in this document. Evaluation of the Proposals will be conducted based on both parts of the proposal (Technical and Financial Proposals).
  8. The Client reserves the right to award the Contract based on experience, completion date, a guarantee of service, and other criteria, and not necessarily the lowest cost, at the same time, the Client is not obliged to select a winner based on the lowest price;
  9. Communication for clarification must be in a written manner and the online Q&A mode of the tenders.ge portal shall be used, or the communication can be conducted in written form as per Paragraph 4, using the email address indicated below;
  10. Any oral inquiries for additional information are not accepted;
  11. The Employer is not responsible for the information obtained from other sources;
  12. For participation in the electronic tender, the Bidder must be registered on the website [www.tenders.ge](http://www.tenders.ge);
  13. Instructions for participation in electronic tender are presented on the website [www.tenders.ge](http://www.tenders.ge) and in the annex N3

# COMMUNICATION AND ENQUIRIES

* 1. All enquires and communication regarding this tender (including notifications of any discrepancies or errors or omissions to be submitted electronically, no later than 3 business days prior to the Submission Deadline to: vtsiklauri@gwp.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.

**Contact Details:**

|  |
| --- |
| Vano Tsiklauri |
| Technical Procurement Specialist |
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| Mail to: [vtsiklauri@gwp.ge](mailto:vtsiklauri@gwp.ge) |
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# 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
   2. **Relevant Project Experience** – minimum three project descriptions including location, CLIENT, relevance to current project (Upon Clients request)
   3. **References** – minimum three references including company name, contact address, phone number and email addresses. (Upon Clients request)
3. **Technical proposal outlining scope of work/supply** (include detailed descriptions of scope of supply, including technical parameters of the proposed goods and other related equipment).
4. **Value Added Services** if applicable
5. **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)
6. **Implementation Schedule** based on the completion dates indicated by CLIENT in section 7 below.
7. **Warranty Bond/Performance Security** will be requested at the contracting stage.
8. **Commercial Proposal** outlining TENDERER’s rates and prices for the performance of SCOPE OF WORK & SUPPLY of this tender package.Detailed financing schedule.
9. **Origin of materials** suggested with respective logistics schedule.
10. List of exclusions and deviations of proposal compared with tender specifications
11. Entrepreneurs’ Register Number
12. Document confirming that the Tenderer is not under reorganization or liquidation (upon request)
13. Confirmation that there are no unsettled liabilities towards state budget (incl. tax liabilities) (upon request)
14. Confirmation that the Tenderer is not under bankruptcy proceedings (upon request)
15. Confirmation from banks that there are no unsettled liabilities towards the banks (upon request)
16. Most recent financial statements (upon request)
17. Signed NDA (Non-Disclosure Agreement)

# SCOPE OF SUPPLY

* 1. Scope of this tender is the Supply of Dewatering Equipment with transportation, further installation, commissioning of all Equipment on site and Training of the staff, (hereinafter referred to as a “SCOPE OF WORK / SUPPLY”).
  2. DETAILED SCOPE OF SUPPLY is defined in the attached **TERMS OF REFERENCE (TOR) (ANNEX 1) and Project Description-Technical Reports (ANNEX 1)**

**Note: Project Description-Technical Reports –** shows the plan of 2 stage (current stage and first extension stage) upgrade of the dewatering facility of Gardabani Sewage Treatment Plant.

* In order to prepare the technical and commercial offers for Dewatering equipment please refer to the specifications given in the Annex 1 for CURRENT STAGE.
* **In case you would like to provide the costs for 1st extension stage as well, you can send a separate offer for our future reference. (Optional)**
  1. **BID** shall cover (in reference to Annex 1)

Equipment Supply

1. Decanter centrifuge
2. Electrical Equipment – Frequency Inverter(s)
3. All necessary Accessories
4. All necessary Spare Parts
5. Ordinary and Special Tools
6. Technical Alternative Options

Service Supply

1. Cost of Transportation of equipment, Installation, Commissioning and Training of the Staff

Note: *The TENDERER shall provide all necessary instructions related to all preliminary works for smooth installation of requested equipment.*

BID in respect of the Equipment Supply shall include: General Description, Brand, Country of Origin, Quantity, Unit Price, Transportation Cost, Total Price, Terms of Delivery and Warranty Terms

BID in respect of the Services shall include: Daily Rates, Full service fees or BOQs (wherever applicable)

* 1. The TENDERER is recommended to liaise with the CLIENT’s representative upon receipt of this tender package in order to arrange a site visit for familiarisation with the site and the scope of work (if requested).

# IMPLEMENTATION SCHEDULE (PROGRAMME OF WORKS)

* 1. Project Implementation Schedule and sequence plan Should be provided by the TENDERER

Manufacture:

Delivery to Site:

Installation & Commissioning:

Total Period:

# EQUIPMENT / MATERIAL SUPPLY REQUIREMENTS

* 1. Product Data Sheets, Certificates

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

1. Brand, Product characteristics and Country of Origin
2. Performance Criteria
3. Operation Instructions
4. Limitations
5. All main equipment shall be designed according to IEC standards and/or European Norms (EN), and/or USA norms, and manufactured preferably under ISO 9000/9001 quality standards.
6. Technical descriptions and drawings (examples) of the main equipment´s installation and required civil work structures and spaces shall be submitted
7. Detailed documentation and drawings for all main and secondary equipment components shall be delivered (catalogues).

**NOTE:** the winner of the tender will be requested to provide following minimum mandatory commercial documents for customs clearance procedures:

* Commercial invoice (Including Consignor, Consignee, description of goods, Delivery terms, HS (Customs) codes per each position, country of origin, currency);
* Packing list (including detailed description and quantity of the goods, all dimensions of packages, net and gross weights on each customs code)
* EUR 1 certificate
  1. Material Delivery, Storage and Handling

1. TENDERER shall organize required materials delivery to the site (DAP Gardabani)
2. TENDERER shall provide relevant instructions for storage if required
3. TENDERER shall comply to all handling and safety working rules according to international standards and the legislation of Georgia and internal site regulations

# WARRANTY / GUARANTEE

The TENDERER guarantees that the Delivery will be of good quality and that it complies with the requirements of the TENDER, including the specifications stated in TOR/TECHNICAL SPECIFICATIONS. The TENDERER guarantees that the proposed Equipment will be brand new and spare parts will be available for the guarantee time. The TENDERER is responsible for Equipment delivered by sub-contractor as for his own delivery.

If during the guarantee time any defect is found in the Equipment supplied as per, the TENDERER shall promptly repair/remedy/replace such parts/defects, on its own cost, as well as any mechanical damage of the Equipment directly connected to the supply of the Seller. For the repaired/remedied/replaced part/defect a new guarantee time will be running as agreed upon for the original part.

# SUBCONTRACTING (If applicable)

The TENDERER must specify a 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 EURO. TENDERER’s commercial proposal shall represent the full and final compensation for the SCOPE OF SUPPLY & WORK and the requirements outlined in this tender package and shall include the following elements:

Detailed commercial proposal should be uploaded as an integral part of the tender documents

**Pricing** for supplies in tender documents shall be fixed during 90 days.

The total price per each item shall include transportation expenses, offloading and installation (including civil works if possible).

Smooth discharge will be Secured by the CLIENT.

**Payment Terms:**

1. The Purchase Price shall be paid in installments as set forth below:

1.1. 75% of the purchase price shall be paid in advance upon the signature of the Contract but no earlier than presentation of an advance payment bank guarantee. Bank guarantee should be issued by the TENDERER’s bank on amount of 85% of the purchase price before the payment of 75% advance payment. The advance payment bank guarantee shall be confirmed/approved by a commercial bank of Georgia and the validity of the bank guarantee shall exceed 45 days after delivery. In case of delay, TENDERER is obliged to extend warranty period at its own cost.

1.2. 10% of the purchase price shall be paid within 5 (five) working days after the notification and providing proved documentations (order #, photos, packing list, etc) from the TENDERE that Goods are ready to ship to the Buyer on the basis of bank guarantee

1.3. 15% of the purchase price shall be paid – within 5 (five) working days after the date of the acceptance act (after successful installation and commissioning).

# VALUE ADDED SERVICES:

TENDERER may include in this section such elements as added warranty, design options, considerations for further cost optimization and savings. Alternative specifications to the tender may be considered if it’s in the CLIENT’s best interest.

TENDERER is requested to list any proposed value-added services and identify the benefits to the CLIENT (including cost savings).

# EVALUATION CRITERIA

* Financial Proposal 40%
* Delivery time 20 %
* Technical Characteristics 15 %
* References & Complete Projects 15 %
* Warranty Terms and Conditions 10 %

13.1 Price will be evaluated according to the comparison of the prices proposed.

13.3 Delivery time: The evaluation of this criteria will be based on best terms of delivery

13.4 Technical characteristics: The evaluation of these criteria will be based on the technical specifications of the proposed equipment.

13.5 References: The evaluation of this criteria will be based on specific references each supplier provides showing similar project examples.

13.6 Warranty: The evaluation of this criteria will be based on the best warranty terms and conditions provided by the TENDERERS.

# 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 erection and commissioning. The contracted TENDERER 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 on site. In case the Supplier or the employees will breach the mentioned rules, the responsibility fully lies with the Supplier.

# INSPECTION BEFORE SHIPMENT, WORK QUALITY CONTROL AND SUPERVISING

The CLIENT shall have right to 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; appoint the supervisor (the “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.

The CLIENT or its authorized representative will have the right of inspection of the Delivery while in any stage of engineering or manufacturing. The TENDERER agrees to secure this right of inspection for the CLIENT from any subcontractor or supplier with whom the TENDERER contracts to engineer or manufacture any part of the EQUIPMENT.

The CLIENT or its authorized representative will have the power to reject any work performed or being performed that does not conform to the preliminary agreed quality and specification, whereupon the work rejected will be redone at no additional cost to the CLIENT. The TENDERER will be responsible for all costs of the CLIENT’S additional inspections regarding Equipment that has failed previous inspections.

# ENGINEERING and DOCUMENTATION (If applicable)

In case the offer of the TENDERER comprises design of the engineering project for the client all drawings, models and other technical documents produced shall be the property of the CLIENT, and shall not without the consent of the CLIENT be used, reproduced or made available to third parties beyond what is necessary in respect of the fulfilment of the Project.

**SPARE PARTS LIST**

THE TENDERER shall provide the list of spare parts (Maintenance KIT) required for minimum 2-year operation period.

# CONFIDENTIALITY

All documents, specifications, plans, drawings and attachments of this BID Package are the property of the CLIENT. TENDERERS are not allowed to pass/transmit/distribute these to any third parties or use these for any purpose except for preparation of this bid.

All documents issued and information given to the TENDERER shall be treated as confidential and both the CLIENT and the TENDERERS are responsible for this confidentiality.