



TENDER PACKAGE

SUPPLY AND INSTALLATION
OF THE VITRAGE SYSTEM.
RESTAURANT “SEA TOWER”
BATUMI, GEORGIA



INSTRUCTIONS TO BIDDERS

TENDER FOR PURCHASE, SUPPLY AND INSTALLATION OF THE ALUMINIUM PROFILES AND GLASS PACKAGES (VITRAGES) FOR THE “SEA TOWER” RESTAURANT, BATUMI, GEORGIA

1. Tender Requirements and Formalities

The following instructions should be carefully noted by intending Bidders as failure to comply with them may lead to invalidation of the Bid. Bidder shall check all the documents herein and immediately inform the Employer or Tender Manager on any inaccuracies or lack, which may cause a failure or postponing of the bid.

In all tender documents wordings “Tenderer”, “Bidder”, “Contractor”, have the same meaning. “Client”, “Employer”, “Owner” shall have the same meaning. “Sea Tower Restaurant”, “Project”, “Site” and “Works” shall have the same meaning.

One set of the following tender documents is issued for tendering:

Volume 1 – Instruction to Bidders

- 1.0 Instructions to Bidders (present document)
- 1.3 Appendix to Tender
- 1.4 Specimen of the advance payment bond
- 1.5 Specimen of the performance bond

Volume 2 – Bill of Quantities

- 2.0 BoQ for procurement, delivery and installation of the profiles

Volume 3 – Design

Design Files in DWG & PDF Format
Video File Showing existing site situation

Volume 4 – Employer’s Requirements

- 4.1 HSE Manual
- 4.2 QA/QC Management Program;

2. Scope of Work

The scope of work consists of the execution of vitrage installation works for the Batumi “Sea Tower” Restaurant, including but not limited to:

- Procurement of the material;
- Delivery of the material;

- Storage and warehousing (if required)
- Site Preparation
- Set-up and marking;
- Profiles installation works,
- Glass package installation works
- Hand-over

The Contractor undertakes to execute all protective measures required around its work areas at the various stages in order to prevent the Employer from any damage and loss.

The Contractor undertakes to execute the works in a way to minimize any interference to the neighboring areas, sites, any parallel construction or finishing activities in order to prevent any consequent damages.

However, Contractors are requested to investigate the site upfront in order to make sure that the measures envisaged by the design and employer's requirements are satisfactory in order to prevent any consequent damage.

The Contractor shall solely be liable for any third-party relations during the execution of works.

Contractor is responsible for any damage and or consequential damages caused during the full life cycle of their works execution and or ANY other activity during the course of the entire project scope. Any damage shall be corrected at no cost to EMPLOYER. Labour, equipment and materials necessary to repair damage shall be to CONTRACTOR's account and shall not be reimbursable.

CONTRACTOR shall comply with EMPLOYER's requirements on health, safety and environmental (HSE) performance in order to achieve the goals:

- No accidents
- No harm to people
- No damage to the environment.

CONTRACTOR shall take all reasonable precautions to ensure the health and safety of EMPLOYER and CONTRACTORS' employees and the general public and for protection of the environment. CONTRACTOR shall ensure that his employees are conversant with the rules and that they comply with them.

CONTRACTOR shall provide Personal Protection Equipment (PPE) to all CONTRACTOR personnel associated with the works and PPE must be worn at all times during working on site. Contractor must provide any safety device and/or equipment which is necessary for the works execution at its own cost.

Contractor will be receiving instructions from the Project Manager Company – CMC. In case if any HSE instruction is not followed by the Contractor within reasonable time (which will be mutually agreed between the parties), **PM leaves the right to impose the penalty in the amount of USD 300 for each case of violation of the official instruction** from the Project Management company.

Regular negligence of HSE and other instructions by the Contractor, may lead to the loss of the contract and consequently of the Unconditional Performance Bond provided by the Contractor.

3. Tender Manager

The Employer has assigned "CMC", to manage the Project. CMC will supervise tender stages of the project and it will be the contact point regarding the tender. CMC will also act as the Employer's Engineer during the execution stage.

4. Site Visit and Examination of Documents

The Bidder shall visit the site and shall be responsible for obtaining all information which may be necessary for the purpose of making a Bid and entering into a contract. He shall thoroughly examine the tender documents and satisfy himself as to risks, obligations and responsibilities to be undertaken by the Contract.

Any data if provided is given without any guarantee that the conditions as shown are truly representative of the entire site.

To arrange the site visit, bidders should contact PM Architect, Ms. Salome Iremashvili; Mob: 557-213-002.

At the time of bid submission, all Bidders are deemed to have investigated and are aware of the conditions and capabilities for logistics, procurement, manpower resources, equipment supply and/or hire/lease, the environmental, weather and working conditions, Labor Law of Georgia and any requirements of any local authorities or any third parties concerning the work in and around the project area. Bidder's failure to familiarize itself with the local conditions shall not constitute a base for price increase or time extension claims.

5. Indemnity to Employer

The Bidder and any of his employees, representatives or agents will be granted permission by the Employer to enter upon the Site for purpose of inspection in connection with the proposed Bid, but only on the condition that the Bidder will release and indemnify the Employer and his employees, representatives and agents from and against all liability in respect of personal injury, loss of or damage to property and any other loss, damage, cost and expense.

6. Doubt and Obscurities

Should there be any obscurity or ambiguity in the meaning of any part of the Tender Documents, or should the Bidder have any doubt as to the meaning of any part of the Tender Documents or as to anything to be done or not to be done in connection with the Contract or as to any other matter or thing in connection with the Tender Documents or the Contract, the Bidder must set forth such obscurity, ambiguity or doubt in writing and submit to the Tender Manager not later than 5(five) calendar days before the Bid Closure Date to the following e-mail address: s.iremashvili@cmc.ge

The replies to written queries, the explanations and clarifications given will be distributed to all Bidders as Notices to Bidders. No instruction, clarification or other information given verbally by the Tender Manager, or any of his assistants at any meeting or discussion held in terms of this clause shall be binding or taken into account in preparing and evaluating Bids unless and until such instruction, clarification or information is confirmed in written by the Tender Manager to all Bidders. In no case, will any procedure in connection with clarification and interpretation of Tender Documents give the right to Bidders to claim an extension of the time set for submitting Bids.

7. Language

During the tendering period, all correspondence with "CMC" shall be in English language.

8. Tender Communications

Bidders are advised all communications regarding technical issues shall be directed to "CMC" at s.iremashvili@cmc.ge

9. Documents Confidential

All documents, specifications, plans, drawings and attachments of this Bid Package are the property of the Employer. Bidders 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 Bidder shall be treated as confidential and both the Employer and the Bidders are responsible for this confidentiality and in the event of a Bid not being submitted, or not being accepted, all the documents shall be immediately returned to the Tender Manager.

10. Tender Process Schedule

The Bidder should note that the Tender process envisaged schedule shall be as follows and Employer keeps the rights to change the envisaged dates:

<i>Issuance of Tender Documents</i>	<i>May 21, 2018</i>
<i>Clarification of Doubts Documents</i>	<i>Until May 30, 2018</i>
<i>Bid Closure Date & Time</i>	<u>12:00 p.m. June 04, 2018</u>
<i>Estimated Contract Sign Date</i>	<i>June 10, 2018</i>
<i>Project Completion</i>	<i>July 20, 2018</i>

11. Tender Documents to be submitted

The Bidder shall submit the complete set of tender documents, filled in, signed, stamped, scanned, in PDF format to the electronic procurement platform: www.tenderers.net

Bids should be uploaded until the deadline as indicated above: **4th Day of June, 2018 12:00 p.m.**

Instructions and terms of use will be provided separately.

BoQ with the quantities indicated in it (enclosed to the Tender Documents) is only for Contractor's consideration. Double-checking of construction works quantities is under Contractor's risk and liability. Whole scope of the present purchase shall be based on a lump sum price.

Along with BoQ the following documents shall be prepared by the Tenderer and submitted with the tender:

1. Report regarding any discovered deviations of quantities or works from the design
2. Site organization / installation plan
3. Project Time Schedule – Level 3; (Detailed time schedule must be accompanied with correspondent methodologies and sequence of the works execution, indicating full path of logistics – starting from the advance payment and factory release, to transportation, delivery and installation, progression per locations, durations and succession)

4. Detailed financing schedule
5. Notice of Subcontractors / Subcontractor List (if any)
6. Confirmation for availability of performance and advance payment bonds, issued by the bank accepted by the Employer.
7. Excerpt from Entrepreneurs' Registrar showing authorized signatories
8. Excerpt from Entrepreneurs' Registrar confirming that the Tenderer is not under reorganization or liquidation
9. Confirmation from Public Registry that there are no liens imposed on Tenderer
10. Confirmation that there are no unsettled liabilities towards state budget (incl. tax liabilities)
11. Confirmation that the Tenderer is not under bankruptcy proceedings
12. Confirmation from banks that there are no unsettled liabilities towards the banks
13. VAT certificate
14. Most recent financial statements (balance sheet and income statement for last three years)
15. List of similar scale projects implemented.

12. Quantities

The Bidders are solely responsible for the quantity take off of the works. The items of the works to be carried out under the Contract are given in the Tender Documents as "information" only and do not bind the Employer and the Tender Manager with any responsibilities. Therefore the Bidders shall be deemed to have checked and satisfied themselves as to their accuracy and completeness of all items and quantities set in the BoQ and made allowances in the prices as considered necessary. Bidder shall be fully responsible for any kind of mistakes and/or discrepancies in the mentioned quantities and no additional payments or claims for price increase or time extension shall be made in this regard.

13. Pricing

The total price per each item shall include all applicable overheads, custom duties, taxes and all other expenses that may be imposed on the Contractor on the territory and outside of Georgia during execution of Works.

Each unit rate shall include the cost of procurement of all necessary materials & equipment, accessories and components required for construction-and-assembling operation, transportation, utility costs during the construction, custom fees and labor & Installation works in accordance with the construction technology, norms and standards of Georgia.

Documents are to be for the full inclusive value of the finished work as envisaged in the documents as a lump sum.

The Bill of Quantities shall contain items for the design (if required), construction, installation, as built drawings and testing work to be executed by the Contractor.

14. Expenses of Bid

The Employer shall not be responsible for nor pay any expense which may be incurred by any Bidder in the preparation and submission of his Bid.

15. Acceptance

The Employer does not bind himself to accept the lowest or any Bid and will not state a reason for the acceptance or rejection of a Bid and reserves the right to disqualify any non-responsive bid.

The Employer reserves the right to cancel the bid at any time. Should occur such cancellation, Bidders shall not be entitled to claim for any kind of reimbursement.

18. Fixed Lump Sum Price

The Bidder should note that the Contract Price is a fixed lump sum price and covers Work not expressly indicated on the Contract Documents, but which is reasonably inferable from the Contract Documents or consistent therewith. The descriptions contained in the Bills of Quantities for each item are not necessarily complete. The Contractor is referred to the Conditions of Contract and other documents and Drawings as well as relevant Standards and Codes of Practices for further information as no claim or variation will be considered on account of the Contractor's failure so to do. The payment to the successful Contractor will be calculated based on the percentage of executed Works applied to the fixed cost of respective item of Work specified in BoQ.

19. Currency

The currency of the Contract will be the USD (United States Dollar) and prices shall be quoted in USD (United States Dollar) only. The payments under the Contract will be made in GEL using the exchange rate of USD/GEL announced by the National Bank of Georgia as for the date of payment.

20. Contract

By participating in the present tender, bidder declares agreement and stays abided to all terms and conditions envisaged under the present document. Consequently, all present requirements and conditions will become base terms of the agreement with the successful tender participant.

21. Performance Security

The Bidder is notified that the Performance Security, to be provided by the successful Bidder under the provisions of the Draft Contract, shall be from a first-class International Bank or a leading Georgian Bank.

The bank and the terms of the Performance Bond shall be subject to the approval of the Employer. A specimen form of Performance Bond is provided as the Appendix to the Tender in Volume 1.

22. Advance Payment Security

Maximum 30 % of the "Accepted Contract Amount", in the currencies and proportions in which the Accepted Contract Amount is payable. Advance payment will be paid in one installment not later than within 10 (ten) calendar days from receipt of the claim together with the Advance Payment Bank Guarantee of EQUIVALENT AMOUNT, in the form provided by Employer

23. Technical Requirements and Specifications

IMPORTANT NOTES FOR BIDDERS:

- All aluminum vitrages must be fixed and should be without openings;
- Vitrages for the staircase area and vitrages for the 32nd floor between axes 1 - 7 are not included (ref: to drawings);
- Prices for Labor and/or Transportation or equipment (if any), should be shown in BOQ separately.
- Tender participants are requested to provide sample of the profile and glass together with the tender proposal;
- Tenderers are requested before bidding, to visit the site, contact PM representative, inspect realistic situation on the ground and make their own *measurements* (Contact Person: CMC Architect, Ms. Salome Iremashvili; Mob: 557-213-002).
- Tenderers are requested to provide full method statement. The MS should contain step by step description of all works starting from delivery to the site, to set-up, actual installation and closing out of works;
- Carefully refer to ALL NOTES as marked in PDF version of the design, i.e:
 - a) Level 31 – in the axes M/I – 9/11 supplier shall consider existing planning with partitions and possibility of vitrage mergers;
 - b) Level 31, 32, 33 – Axes M/I – 12 monolith vertical columns shall be allocated in the way, so that windows can be arranged symmetrically between the pilons;
- For the existing site conditions please refer to the enclosed video.

REQUIRED MINIMAL SPECIFICATIONS:

Specifications for the glass with the length less than 2000 mm:

8 mm laminated, tempered glass + 20mm AS + (6 temp + 1,52 pvb + 6 temp) tempered laminated glass.
pvb film must have sound insulation features.

Specifications for the glass with the length exceeding 2000 mm:

8 mm laminated, tempered glass + 20mm AS + (8 temp + 1,52 pvb + 8 temp) tempered laminated glass.
pvb film must have sound insulation features.

Aluminum Profile:

Aluminum, thermal window powder coated; Ral - Grey;
Insulated window system minimal thickness 62 mm;

Color of the Profiles:

Outdoor part of the profiles should be: Dark Tone, Grey Color;
Indoor part of the profiles should be: Black; Dark Grey, or Grey (Final color will be selected by architects)

Insulation:

Insulation membrane 0,5 mm thick, epdm waterproofing membrane on the perimeter.

Glass handrail:

8 mm tempered clear glass + 1,52 pvb + 8 mm tempered clear.

Appendix to Tender	
Item	Data
Employer's name and address	ORBI GINZA LLC , Identification Code: _____, having its registered address at _____.
Contractor's name and address	
Engineer's name and address	CMC Ltd , identification code: 205292486 #33 Chavchavadze Avenue, Tbilisi 0179, Georgia
Time for Completion of the Works and Sections	20 th Day of July, 2018.
Defects Notification Period	12 months after signing of the "Hand-Over Act" by both parties.
Normal Working Hours	In accordance with Georgian law
Governing law	Georgian law
Ruling language	English / Georgian
Language for communications	English / Georgian
Time for access to the Site	On the day of signing the agreement.
Amount of Performance Security	10% of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable
Delay damages for the Works	0.3 % of the final Contract Price per day in the currency in which the Contract Price is payable.
Maximum amount of Delay damages	10 % of the final Contract Price
Total advance payment	Maximum 30 % of the Contract Price
Number and timing of instalments	To be paid with one instalment within 5 days of submission of Performance Security and Advance Payment Guarantee
Start repayment of advance payment	when payments are 0% of the Accepted Contract Amount

Repayment amortisation of advance payment	10 %
Percentage of Retention	5%.
Repayment of Performance Guarantee	½ of the performance bond will be returned on issue of the Taking Over Certificate and the remaining ½ to be repaid on the issue of the Performance Certificate, after completion of the Defects liability period (12 months after hand-over certificate)
Currency/currencies of payment	The Contract Price is in US Dollars and is paid in Georgian Lari at the official exchange rate set by the National Bank of Georgia at the date of the payment.

By signing of the present document, Tender participant confirms acceptance to the above listed „SCOPE OF CONTRACTUAL WORKS “and takes full responsibility to stay abided to those conditions during 45 (forty-five) calendar days, starting from the date of signature of the present document.

Location.....

Date.....

Authorized signature

Name

Company

Address

ADVANCE PAYMENT GUARANTEE

We have been informed that ----- LLC [*name and TAX ID CODE of the Principal*] (hereinafter called the 'Principal') the contract, which wishes to receive an advance payment, for which requires them to obtain advance payment security.

At the request of the Principal, we (*name and address of bank*) (hereinafter called the 'Guarantor') hereby irrevocably and unconditionally undertake to pay to [*name and TAX ID CODE of the Beneficiary*], (hereinafter called the 'Beneficiary'), any sum or sums not exceeding in total the amount of ----- (the 'guaranteed amount', say:) upon receipt by the Guarantor Beneficiary's written demand for payment with reference to this guarantee, including Beneficiary's statement in what respect the Principal is in breach of its obligations under the contract and the extent of the advanced payment amount Beneficiary is claiming from the Guarantor, without Beneficiary needing to further prove or to show legal or any other grounds for your demand or the sum specified therein or to provide any additional documents.

This guarantee shall become effective upon receipt of the advance payment by the Principal.

For the purpose of identification, Beneficiary's written demand for payment must be signed by the authorized representative(s) on behalf of the Beneficiary and presented to the Guarantor in the form and place stated in this guarantee. The demand for payment must be received by the Guarantor at the above stated address on or before (*the date 70 days after the expected expiry of the Defects Notification Period for the Works*) (the 'Expiry Date').

We have been informed that, the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such Expiry Date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of Georgia and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

Date

Signature(s)

PERFORMANCE GUARANTEE

We have been informed that ---- LLC [*name and TAX ID CODE of the Principal*] (hereinafter called the 'Principal') is your contractor under the contract, which requires them to obtain a performance security.

At the request of the Principal, we (*name and address of bank*) (hereinafter called the 'Guarantor') hereby irrevocably and unconditionally undertake to pay to (*name and TAX ID CODE of the Beneficiary*), (hereinafter called the 'Beneficiary'), any sum or sums not exceeding in total the amount of ----- (the 'guaranteed amount', say:) upon receipt by the Guarantor Beneficiary's written demand for payment with reference to this guarantee, including Beneficiary's statement in what respect the Principal is in breach of its obligations under the contract and the amount Beneficiary is claiming from the Guarantor, without Beneficiary needing to further prove or to show legal or any other grounds for your demand or the sum specified therein or to provide any additional documents.

For the purpose of identification, Beneficiary's written demand for payment must be signed by the authorized representative(s) on behalf of the Beneficiary and presented to the Guarantor in the form and place stated in this guarantee. The demand for payment must be received by the Guarantor at the above stated address on or before (*the date 70 days after the expected expiry of the Defects Notification Period for the Works*) (the 'Expiry Date').

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