



საქართველოს ნავთობისა და გაზის კორპორაცია
GEORGIAN OIL & GAS CORPORATION

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სსიპ „სახელმწიფო შესყიდვების სააგენტოს“
თავმჯდომარეს ბატონ ლევან რაზმაძეს

ბატონო ლევან,

გთხოვთ, უზრუნველყოთ თანდართული ბაზრის კვლევის შესახებ განცხადების განთავსება სახელმწიფო შესყიდვების სააგენტოს ვებ-გვერდზე.

დანართი: განცხადება ბაზრის კვლევის შესახებ.

პატივისცემით,

გივი ბახტაძე

გენერალური დირექტორი

გაცნობებთ, რომ სს „საქართველოს ნავთობის და გაზის კორპორაცია,“ მაგისტრალური გაზსადენის მშენებლობა/რეაბილიტაციისთვის საჭირო სხვადასხვა სახის ფასონური ნაწილებისა (ლოტი №1) და სახაზო ონკანების (ლოტი №2) შესყიდვის მიზნით, სავარაუდო ღირებულების დასადგენად ატარებს ბაზრის კვლევას.

აღნიშნულიდან გამომდინარე, გთხოვთ, არა უგვიანეს 2020 წლის 10 ნოემბრისა წარმოგვიდგინოთ თქვენი შემოთავაზებები თანდართული დოკუმენტაციით განსაზღვრული პირობებისა და მოთხოვნების გათვალისწინებით.

შემოთავაზება წარმოდგენილი უნდა იყოს შევსებული დანართი №1-ის (ფასების ცხრილი) სახით შემდეგ ელექტრონული ფოსტის მისამართზე: procurement@gogc.ge. დაინტერესებულ პირებს შემოთავაზება შეუძლიათ წარმოადგინონ, როგორც მხოლოდ რომელიმე ლოტზე, ასევე ორივე ლოტზე.

ბაზრის კვლევის დასრულების შემდეგ თითოეულ ლოტზე იგეგმება ცალკე სახელმწიფო შესყიდვის ელექტრონული ტენდერების გამოცხადება.

წინასწარ გიხდით მადლობას ბაზრის კვლევაში მონაწილეობისთვის.

დანართები:

- ტექნიკური დავალება _ დანართი №1-1;
- ფასების ცხრილი _ დანართი №1;
- ამონარიდი სატენდერო დოკუმენტაციიდან;
- შესყიდვის ხელშეკრულების პროექტი _ დანართი №2;
- ხელშეკრულების უზრუნველყოფის საბანკო გარანტიის პროექტი _ დანართი №3.

LOT 1 – FITTINGS

Annexes

Annex#1-1

Technical and Qualitative Specifications of the Goods

DN700 Bends with Factory Coating, Steel X60M PSL2, Wall Thickness 11.9 mm, Ends to be Welded 10.3 mm, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Bend 28° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
2	Bend 90° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	
DN700 Bends with Factory Coating, Steel X60M PSL2, Wall Thickness 12.7 mm, Ends to be Welded 11.9 mm, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Bend 90° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	4	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) Inspection according EN 10204:2004 (3.2)
DN700 Bends with Factory Coating, Steel X60M PSL2, Wall Thickness 10.3 mm, Ends to be Welded 8.7 mm, ANSI Class 600					
1	Bend 14° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
2	Bend 15° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	6	
3	Bend 18° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	
4	Bend 19° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	
5	Bend 20° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
6	Bend 21° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
7	Bend 22° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
8	Bend 27° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	
9	Bend 31° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
10	Bend 36° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	
11	Bend 37° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
12	Bend 44° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
13	Bend 49° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
14	Bend 54° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	
15	Bend 55° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	

16	Bend 56° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
17	Bend 57° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
18	Bend 62° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	
19	Bend 87° OD 711.2 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	
DN500 Bends with Factory Coating, Steel X52M PSL2, Wall Thickness 10.3 mm, Ends to be Welded 8.7 mm, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Bend 38° OD 508 R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	2	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
DN300 Bends with Factory Coating, Steel X52M PSL2, Wall Thickness 8.7 mm, Ends to be Welded 7.1 mm, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Bend 10° OD 323.9; R=5DN; T.L = 650 mm	ASME/ANSI B16.49	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
2	Elbow 90° OD 323.9 R=1.5DN	ASME B16.9 / MSS SP-75	Pcs	3	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
DN150 Bends with Factory Coating, Steel X52 PSL2, Wall Thickness 7.9 mm, Ends to be Welded 6.4 mm, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Elbow 15° OD 168,3 R=1,5 DN	ASME B16.9 / MSS SP-75	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 OF, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
2	Elbow 90° OD 168,3 R=1,5 DN	ASME B16.9 / MSS SP-75	Pcs	6	

DN100 Bends with Factory Coating, Steel X52 PSL2, Wall Thickness 6.4 mm, Ends to be Welded 4.8 mm, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Elbow 30° OD 114,3 R=1,5 DN	ASME B16.9 / MSS SP-75	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 ОГ, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
2	Elbow 90° OD 114,3 R=1,5 DN	ASME B16.9 / MSS SP-75	Pcs	6	
Tees with Factory Coating, PSL2, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Equal Tee (Barred) 720 (w.t.14) steel (X60M)	ASME B16.9 / MSS SP-75	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (for example Газ TY 102-488/2-05, TY 1468-002-74238272-07 ОГ, EN 14870-1, ISO 15590-1). External Coating - Epoxy (EN 21809-2, FBE or EN 10289) or polyurethane (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
2	Reducing Tee 711.2(w.t.11,9)-323.9(w.t.7.1) steel 711.2 (X60)-323.9(X52)	ASME B16.9 / MSS SP-75	Pcs	1	
3	Reducing Tee 711.2(w.t.11,9)-168.3(w.t.6.4) steel 711.2 (X60 M)-168.3(X52)	ASME B16.9 / MSS SP-75	Pcs	2	
4	Reducing Tee 711.2(w.t.11,9)-114.3(w.t.6.4) steel 711.2 (X60)-114.3(X52)	ASME B16.9 / MSS SP-75	Pcs	1	
5	Equal Tee 323.9 (w.t.7.1) steel: (X52)	ASME B16.9 / MSS SP-75	Pcs	1	
6	Equal Tee 168.3 (w.t.6.4) steel: (X52)	ASME B16.9 / MSS SP-75	Pcs	1	
7	Equal Tee 114.3 (w.t.4.8) steel: (X52)	ASME B16.9 / MSS SP-75	Pcs	1	
Insulation Joints, steel X60M (1000); (700 mm); X52M(500 mm). X52 (150 mm) ; (100 mm) PSL2, ANSI Class 600					
№	Title	Specification	Unit	Quan.	Note
1	Insulation Joint, to be welded, DN700 (711.2x10.3)	UNI 11105	Pcs	3	API 5L- pipe pups L=450 mm Design temperature -20°C - +40°C; Resistance ≥5MΩ. External Coating - Fusion-bonded epoxy (EN 21809-2, FBE) or polyurethane (EN 10290, PUR, classB, Type1) (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
2	Insulation Joint, to be welded, DN150 (168.3x6.4)	UNI 11105	Pcs	2	API 5L- pipe pups L=300 mm Design temperature -20°C - +40°C; Resistance ≥5MΩ. External Coating - Fusion-bonded epoxy (EN 21809-2, FBE) or polyurethane (EN 10290, PUR, classB, Type1) (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)
3	Insulation Joint, to be welded, DN100 (114.3.3x4.8)	UNI 11105	Pcs	1	API 5L- pipe pups L=162 mm Design temperature -20°C - +40°C; Resistance ≥5MΩ. External Coating - Epoxy (EN 21809-2, FBE or EN 10289,) or polyurethane (EN 10290, PUR, classB, Type1) (EN 10290, PUR, classB, Type1). Inspection according EN 10204:2004 (3.2)

Reducer, steel X52 PSL2, ANSI Class 600					
Nº	Title	Specification	Unit	Quan.	Note
1	concentric reducer 168.3(w.t.6.4) x 114.3(w.t.4.6)	ASME B16.9 / MSS SP-75	Pcs	1	Can be produced based on similar standards or technical conditions acceptable to GOGC (EN 14870-2, ISO 15590-2). Inspection according EN 10204:2004 (3.2)
2	concentric reducer 530 (w.t. 10) x 323.9 (w.t:7.1)	ASME B16.9 / MSS SP-75	Pcs	6	

a) **Bends.** Typical steel bend for main gas and oil pipelines manufactures using standard induction method:

- Diameter – as per table;
- Bend radius – as per table;
- Tangent length – 650 mm (as per table);
- Actual thickness of bend walls on the outer arc of the bended area – no less than required;
- Steel class – as per table, in accordance with pipe steel;
- Climatic conditions – minimum temperature of pipeline wall during the operation -20°C.

b) **Tees.** Typical stamp welded steel tee for main gas and oil pipelines:

- Fabrication – intermediate or semi-intermediate (as per table);
- Diameter of mainline and branch - as per table;
- Steel class – as per table, in accordance with pipe steel;
- Climatic conditions – minimum temperature of pipeline wall during the operation -20°C

c) **End-Cap.** Typical stamp welded ellipse steel end-cap for main gas and oil pipelines:

- Nominal diameter – as per table;
- Wall thickness – as per technical specification indicated in the table;
- Steel class – as per table;
- Climatic conditions – minimum temperature of pipeline wall during the operation -20°C.

Note:

1. Fittings compatibility of geometric parameters shall be considered without the need of using additional adapters;
2. Fittings shall have standard outer anti-corrosion thermoactive cover. For those devices (materials) that do not require coating (please, find the table), coating for the aboveground installations may be used;
3. Inspection according EN 10204:2004 3.2. Document prepared by both the manufacturer's authorized inspection representative, independent of the manufacturing department and inspector designated by the official regulations and in which they declare that the products are in compliance with the requirements of the order and in which test results are supplied.
4. In case, the bidder offers Goods manufactured based on other similar standards and/or technical specifications than it is defined in the tender documentation, the bidder shall submit the copy of exact version of the standard(s) and/or technical specification(s) that is used during the manufacturing of the Goods (including coating).

Annex#1

Name of the Participant: _____

Date: _____

№	Title	Manufacturing standard of the offered Goods (including coating)	Manufacturer of the offered Fittings	Country of origin of the offered Fittings	Unit	Quantity	Unit Price USD (VAT excl.)	Total Price USD (VAT excl.)	Delivery time
1	2	3	4	5	6	7	8	9	10
DN700 Bends with Factory Coating, Steel X60M PSL2, Wall Thickness 11.9 mm, Ends to be Welded 10.3 mm, ANSI Class 600									
1	Bend 28° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
2	Bend 90° OD 711.2 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
							<i>sub-total</i>	\$ -	
DN700 Bends with Factory Coating, Steel X60M PSL2, Wall Thickness 12.7 mm, Ends to be Welded 11.9 mm, ANSI Class 600									
1	Bend 90° OD 711.2 R=5DN; T.L = 650 mm				Pcs	4		\$ -	
							<i>sub-total</i>	\$ -	
DN700 Bends with Factory Coating, Steel X60M PSL2, Wall Thickness 10.3 mm, Ends to be Welded 8.7 mm, ANSI Class 600									
1	Bend 14° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
2	Bend 15° OD 711.2 R=5DN; T.L = 650 mm				Pcs	6		\$ -	
3	Bend 18° OD 711.2 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
4	Bend 19° OD 711.2 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
5	Bend 20° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
6	Bend 21° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
7	Bend 22° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
8	Bend 27° OD 711.2 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
9	Bend 31° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
10	Bend 36° OD 711.2 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
11	Bend 37° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
12	Bend 44° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
13	Bend 49° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
14	Bend 54° OD 711.2 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
15	Bend 55° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
16	Bend 56° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
17	Bend 57° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
18	Bend 62° OD 711.2 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
19	Bend 87° OD 711.2 R=5DN; T.L = 650 mm				Pcs	1		\$ -	
							<i>sub-total</i>	\$ -	
DN500 Bends with Factory Coating, Steel X52M PSL2, Wall Thickness 10.3 mm, Ends to be Welded 8.7 mm, ANSI Class 600									
1	Bend 38° OD 508 R=5DN; T.L = 650 mm				Pcs	2		\$ -	
							<i>sub-total</i>	\$ -	
DN300 Bends with Factory Coating, Steel X52M PSL2, Wall Thickness 8.7 mm, Ends to be Welded 7.1 mm, ANSI Class 600									
1	Bend 10° OD 323.9; R=5DN; T.L = 650 mm				Pcs	1		\$ -	
2	Elbow 90° OD 323.9 R=1.5DN				Pcs	3		\$ -	
							<i>sub-total</i>	\$ -	

№	Title	Manufacturing standard of the offered Goods (including coating)	Manufacturer of the offered Fittings	Country of origin of the offered Fittings	Unit	Quantity	Unit Price USD (VAT excl.)	Total Price USD (VAT excl.)	Delivery time
1	2	3	4	5	6	7	8	9	10
DN150 Bends with Factory Coating, Steel X52 PSL2, Wall Thickness 7.9 mm, Ends to be Welded 6.4 mm, ANSI Class 600									
1	Elbow 15° OD 168,3 R=1,5 DN				Pcs	1		\$ -	
2	Elbow 90° OD 168,3 R=1,5 DN				Pcs	6		\$ -	
							<i>sub-total</i>	\$ -	
DN100 Bends with Factory Coating, Steel X52 PSL2, Wall Thickness 6.4 mm, Ends to be Welded 4.8 mm, ANSI Class 600									
1	Elbow 30° OD 114,3 R=1,5 DN				Pcs	1		\$ -	
2	Elbow 90° OD 114,3 R=1,5 DN				Pcs	6		\$ -	
							<i>sub-total</i>	\$ -	
Tees with Factory Coating, PSL2, ANSI Class 600									
1	Equal Tee (Barred) 720 (w.t.14) steel (X60M)				Pcs	1		\$ -	
2	Reducing Tee 711.2(w.t.11,9)-323.9(w.t.7.1) steel 711.2 (X60)-323.9(X52)				Pcs	1		\$ -	
3	Reducing Tee 711.2(w.t.11,9)-168.3(w.t.6.4) steel 711.2 (X60 M)-168.3(X52)				Pcs	2		\$ -	
4	Reducing Tee 711.2(w.t.11,9)-114.3(w.t.6.4) steel 711.2 (X60)-114.3(X52)				Pcs	1		\$ -	
5	Equal Tee 323.9 (w.t.7.1) steel: (X52)				Pcs	1		\$ -	
6	Equal Tee 168.3 (w.t.6.4) steel: (X52)				Pcs	1		\$ -	
7	Equal Tee 114.3 (w.t.4.8) steel: (X52)				Pcs	1		\$ -	
							<i>sub-total</i>	\$ -	
Insulation Joints, steel X60M (1000); (700 mm); X52M(500 mm). X52 (150 mm) ; (100 mm) PSL2, ANSI Class 600									
1	Insulation Joint, to be welded, DN700 (711.2x10.3)				Pcs	3		\$ -	
2	Insulation Joint, to be welded, DN150 (168.3x6.4)				Pcs	2		\$ -	
3	Insulation Joint, to be welded, DN100 (114.3.3x4.8)				Pcs	1		\$ -	
							<i>sub-total</i>	\$ -	
Reducer, steel X52 PSL2, ANSI Class 600									
1	concentric reducer 168.3(w.t.6.4) x 114.3(w.t.4.6)				Pcs	1		\$ -	
2	concentric reducer 530 (w.t. 10) x 323.9 (w.t.7.1)				Pcs	6		\$ -	
							<i>sub-total</i>	\$ -	
								Grand total	\$ -

Participants are required to fill in the columns #3, 4, 5, 8, 9 and 10.

Residents of Georgia shall provide their prices in GEL.

Participant's Signature and Stamp: _____

An extract from tender documentation



საქართველოს
ნავთობისა და გაზის
კორპორაცია

Tender Documentation

State Procurement of Fittings required for gas pipeline Construction/Rehabilitation

CPV 44163200

1. Information Related to the Description of the Procurement Object

1.1 Name of the Procurement Object:

Procurement of Fittings (hereinafter referred to as "Goods") required for gas pipeline construction/rehabilitation in accordance with clause 1.2 of the Tender Documentation.

1.2 Description of Technical Features of Goods/services/works to be procured (technical specifications), Quantity/Volume of Procurement Object:

The specifications and quantity of the Goods is provided as Annex №1-1.

1.3 The Table of Prices/Cost Estimation (attached file):

The table of prices is provided as Annex №1.

1.4 Terms for the delivery of Goods/Provision of Services/Performace of Works:

Goods shall be delivered not later than 120 (one hundred and twenty) calendar days after signing the contract.

1.5 Form and Place of delivery of Goods/Provision of Services/Performace of Works

1.5.1 Goods shall be delivered on DDP terms (Incoterms 2010) basis. Supplier shall be responsible to unload and store Goods on its own costs.

1.5.2 Goods shall be delivered at the following address: JSC "Georgian Oil and Gas Corporation's warehouse", village Saguramo, Mckheta region, Georgia.

1.5.3 In case of non-resident Supplier, during customs clearance procedures of the goods, Purchaser is responsible for executing the payment of VAT, in accordance with the legislation of Georgia.

1.7 Information on Gurantee Terms and Conditions

Required.

1.7.1 Requirements related to warranty period:

Warranty period for the Goods shall be not less than 12 months after Goods installation completion or not less than 24 months after Goods delivery (after signature of the act of acceptance).

6. Contract Performance Guarantee

6.3. Validity of the Guarantee:

The validity of the contract performance guarantee shall exceed the Goods delivery deadline for at least 60 (sixty) calendar days.

6.4. Guarantee Terms and Conditions

6.4.1 In case, the total price (Including VAT) of the contract equals to or exceeds 200 000 GEL, the winning Bidder shall submit unconditional and irrevocable bank guarantee in an amount of 5% of Contract price as per clause 6.4.3 of Tender Documentation for the purpose of ensuring performance of the contract.

6.4.2 In case, the final price specified in the system by the Bidder declared as a winner as a result of electronic bidding is less than the estimated cost of the object of procurement by more than 20%, the winning Bidder shall submit an unconditional and irrevocable bank guarantee in the amount of 10% of the contractual price as per clause 6.4.3 of Tender Documentation for the purpose of ensuring performance of the contract.

6.4.3 The Bidder shall submit unconditional and irrevocable bank guarantee in USD issued by a commercial bank/insurance company licensed in Georgia. In case the institution issuing the guarantee is not a commercial bank/insurance company licemsed in Georgia, the guarantee shall be issued only by the banking institution, the bank issuing the guarantee shall have the minimum rate "B+" of Fitch Rating or other equivalent rating, granted by an international rating agency. Bank Guarantee shall be submitted with consideration of substantial conditions defined in Annex №3 (Contract Performance Bank Guarantee/draft).

6.4.4 The Supplier registered in the White List of the State Procurement Agency of Georgia shall be entitled to submit the bank guarantee amounting to the half of the requested value.

7. Payment Terms

7.1 Advance Payement

Not applied.

7.2 Terms and Conditions of Payment in Stages and/or Final Payment:

Payment to the Supplier shall be made in non-cash form, in installments, based on actually delivered goods after the submission of the documentation envisaged by the contract.

7.3 Terms of Payment in Stages and/or Final Payment:

Payment to the Supplier shall be effected based on actually delivered Goods within 14 business days after submitting the documents envisaged by the Contract.

8. Draft Contract

8.1 Draft Contract (attached file):

See attached Annex №2 – Contract Draft on State Procurement.

10. Additional information/Documentation:

10.1 Additional information:

10.1.2 the price of the proposal shall include all required expenses and taxes considered by the Georgian Legislation (excluding VAT);

10.1.5 The currency of the contract signed with the awarded Bidder shall be US Dollar (USD), based on the official exchange rate of National Bank of Georgia on the day of opening of the Tender. In case the Bidder is Georgian resident entity, payment shall be made in Georgian National Currency in accordance with the official exchange rate of National Bank of Georgia by the date of signature the act of acceptance. In case the Bidder is non - resident entity, payment shall be made in USD. On the Selection/Evaluation stage of the tender, at the Purchaser's request, the Bidder shall submit the table of prices in USD based on the official exchange rate of National Bank of Georgia on the day of opening of the Tender;

10.2.6 The form and conditions of the contract on State Procurement is set forth in the Tender Documentation (Annex №2) that can be clarified in accordance with the bid on the date of signing the contract.

Annex#2

Annex №2 - Draft State Procurement Contract

(The terms and conditions of the State Procurement Contract may be adjusted by the time of signing the contract, based on the negotiations between parties)

Tbilisi

JSC “Georgian Oil and Gas Corporation” (hereinafter referred to as “Purchaser”) represented by _____, on the one hand and

on the other hand [_____] (hereinafter referred to as “Supplier”)

Whereas, _____ is announced to be the successful bidder with the price of GEL _____ excluding VAT in the tender announced by Purchaser for the year 2020 in accordance with paragraph “__” of article __ of the Law of Georgia on “State Purchases”,

The Contract shall be concluded in USD, in accordance with the official exchange rate of GEL at the level of USD established by the National Bank of Georgia on (on the date of opening of the Tender) (1 USD ----- GEL).

we agree on the following:

1. Subject of the Contract

1.1. The subject of this Contract is Procurement of Fittings (hereinafter referred to as “Goods”) required for gas pipeline construction/rehabilitation works (CPV44163200).

1.2. Goods description, technical parameters, specifications, quantity and price per unit are specified in Annex №-- (Table of Prices) of this Contract, attached hereto and representing its integral part.

2. Obligations of Parties

2.1. In accordance with the Contract Supplier is obligated to supply timely and completely flawless goods and accompanied documentation to the Purchaser under the Contract provisions and Purchaser shall be responsible timely and completely to pay Supplier amount specified under this Contract and to accept the Goods.

3. Provisions of Goods Delivery

3.1. Supplier shall supply goods on DDP (Incoterms 2010) provisions excluding VAT.

3.2. Supplier shall be responsible to:

3.2.1 Ensure customs clearance of goods on its own expenses on the name of Purchaser in accordance with the Legislation of Georgia, in case the Supplier is non - resident entity;

3.2.2. To unload goods and store on its own expenses on the following address: ----- All Goods shall be delivered not later than 120 (one hundred and twenty) calendar days after contract signature.

3.2.3. Supply the goods to the Purchaser packed according to the Contract and/or its specifications and with the following data printed on or with respective documentation attached:

a) Identification number;

b) Diameter;

c) Length;

d) Degree;

e) Wall thickness;

f) Steel quality;

g) Other technical and qualitative specifications of the Goods considered under the clause 1.2 of the Tender Documentation and other normative requirements.

3.2.4. The Goods to be delivered shall have the Certificates of Origin and Quality.

3.3. In case the Supplier is non - resident entity, prior to goods customs clearance, the Purchaser shall grant authority to the customs officer named by Supplier for goods customs clearance on the Purchaser’s name.

3.4. The Supplier shall deliver Goods to the Address as defined in the clause 3.2.2. from 9:00 until 19:00. Due to the Safety requirements, the purchaser reserves the right to refuse the receipt of Goods, if the Supplier delivers the Goods after 19:00.

3.5. After Acceptance Certificate is signed and stamped, security of goods, at the store shall be at Purchaser’s responsibility and account.

3.6. During customs clearance procedures of the goods, the Purchaser shall be responsible to pay VAT in accordance with legislation of Georgia.

4. Goods Quality

4.1. Goods quality shall meet the requirements and standards specified in the clause 1.2 of the Tender Documentation of the Tender Documentation and Annex №1 of the Contract.

5. Supplier’s Warranties

5.1. Supplier shall warrant that Goods supplied to Purchaser are flawless and corresponds the quality, technical specifications and requirements specified under clause 4.1. of the Contract.

5.2. Provisions of claim arisen due to goods flaw/defect shall be regulated under this Contract and Legislation of Georgia.

5.3. In case of any flaw/defect whatsoever Supplier shall on its expenses and under its responsibility ensure its elimination within reasonable timeframe defined in written notification (about flaw/defect revealing) received from Purchaser. Flaw/defect shall be corrected in accordance with Purchaser's request through goods replacement with the new one or through repair/correction.

5.4. Warranty period on the goods delivered to Purchaser by Supplier shall be 12 months after goods installation completion or 24 months after goods delivery, which comes earlier

5.5. Supplier warrants/guarantees that it shall protect Purchaser from any claim arisen by any third party and/or reimburse Purchaser any expense (including costs incurred due to sanction imposed by State Competent Authority) that may be incurred due to breach or improper performance of contract provisions by Supplier.

6. Delivery-Acceptance of the Goods

6.1. Acceptance Certificate shall be executed between Supplier and Purchaser upon goods delivery to Purchaser that shall be signed by authorized persons of the parties. Acceptance Certificate shall be signed and stamped within 30 days after each partial delivery of the goods to the warehouse, provided that the delivered Goods are in accordance with the requirements undertaken by the Supplier in the Agreement.

6.2. Purchaser shall be entitled to reject low quality goods acceptance or acceptance of the goods rejected by Purchaser's inspection group, that don't correspond to the requirements specified under the Contract.

6.3. Until Acceptance Certificate is signed and stamped the Supplier shall be fully responsible for the damaged or destroyed goods.

6.4. After Acceptance Certificate is signed and stamped, any damage of the goods that might occur due to the security of the warehouse store shall be at Purchaser's responsibility and account.

6.5. In case of any delay of signing the Act of Acceptance by the Purchaser, resulting by the latter's fault, the responsibility of subsequent damage shall transfer to the Purchaser.

7. Contract Price and Payment

7.1. According to the provisions stipulated by the Contract the total price of the Contract shall constitute USD excluding VAT.

7.2. Payment to Supplier shall be made based on actually delivered goods in non cash form via bank transfer.

a) In case of Supplier being a Georgian resident company, payment shall be made in Georgian National Currency in accordance with the official exchange rate of National Bank of Georgia by the date of signature the act of acceptance.

b) In case of Supplier being a non-resident company, payment shall be made in US dollar.

7.3. For the payment purposes, Supplier along with the goods shall deliver the following documentation to the Purchaser:

a) Invoice;

b) Waybill (packing list);

c) Acceptance Certificate;

d) Goods Quality Certificates;

e) Goods Inspection certificates 3.2 "type 3.2" (according to the clause 13.1.1. of the contract);

f) Goods Certificate of Origin;

g) Goods Warranty Certificates;

h) Customs declarations of goods clearance in import mode.

7.4. Payment shall be made within 14 business days after submission to Purchaser of the Goods and documentation specified in clause 7.3.

8. Contract Performance Bank Guarantee

8.1. As a performance security Supplier shall submit to Purchaser unconditional and irrevocable bank guarantee in an amount of 5% from Contract value.

8.2. The validity of the bank guarantee provided by Supplier shall exceed Goods delivery deadline for at least 60 (sixty) calendar days.

8.3. The bank guarantee shall be issued by a commercial bank/insurance company operating in Georgia and in case the entity issuing the guarantee is not a commercial bank/insurance company operating in Georgia, the bank issuing the guarantee shall have the minimum rate "B+" of Fitch Rating or other equivalent international rating agency.

8.4. Purchaser shall be entitled to apply Contract performance bank guarantee specified in clause 8.1. If Supplier breaches provisions of this Contract or fails to perform properly responsibilities imposed hereunder without a need to prove or to show ground or reasons for the demand or the sum specified in the guarantee.

8.5. Payment effected under Contract performance bank guarantee shall not release Supplier from the liability to reimburse damage (loss) incurred by Purchaser due to Contract nonperformance or uncovered by guarantee amount.

8.6. If Supplier cannot manage to completely supply goods specified herein to Purchaser within 120 days following the signature of the Contract by both parties, then Supplier shall be responsible to extend Contract performance bank guarantee terms within 5 calendar days, in such a way to meet the requirements specified in NAT.... Tender Documentation and the validity of bank guarantee exceeds Goods delivery deadline for at least 60 (sixty) calendar days.

8.7. JSC "Georgian Oil and Gas Corporation" (Purchaser) shall be indicated as beneficiary in Contract performance bank guarantees.

9. Nonperformance of Contract Provisions

9.1. If within reasonable period defined in written notification Supplier fails to perform procedure specified in clause 3 of article 5, Purchaser shall be entitled to impose Supplier to pay penalty in an amount of 5% of the total price of the Contract which shall be calculated in USD and shall be paid not later than 10 calendar days after written notification receipt by Supplier about fine imposture. In case of Supplier being a Georgian resident Company payment of penalties shall be made in accordance with official exchange rate of National Bank of Georgia by the date of penalty payment. If the Supplier refuses payment of penalties, the amount shall be deducted in GEL in accordance with official exchange rate of National Bank of Georgia by the date of signature of act of acceptance (if applicable) or termination of the contract by the Purchaser. Amount of fine may be deducted by Purchaser from the submitted bank guarantees of the Supplier.

9.2. In case of goods delivery delay or incomplete delivery, Supplier shall be imposed penalty in an amount of 0.1% of delayed or undelivered goods price per each delayed calendar day. Amount of fine may be deducted by the Purchaser from the submitted bank guarantees of the Supplier or may be subtracted from the amount to be paid in accordance with principle stated in clause 9.1 above.

9.3. In case the Purchaser delays payment, the Supplier shall be entitled to impose the Purchaser the penalty in an amount 0.1% of price to be paid per each delayed calendar day.

9.4. Either party may request reimbursement of damage incurred due to nonperformance or improper performance of responsibilities of the other party.

9.5. In case of breach of Contract provisions by Supplier, penalty payment shall not release it, except in cases specified under Civil Code, from the responsibility to perform Contract provisions.

10. Contract Termination

10.1. In case nonfulfillment by the party of Contract provisions or undertaken responsibilities, the other party shall be entitled to indicate in writing on such circumstances and to request its correction (notification thereof shall be sent to the other party). After expiration of the term specified in the notification the party shall be entitled to terminate this Contract. In cases defined under Civil Code of Georgia Party shall be entitled to terminate Contract without such notification.

10.2. Purchaser shall be entitled to terminate Contract in case if Supplier doesn't or cannot perform undertaken responsibilities hereunder, including:

a) Supplier fails to meet requirements defined in flaw/defect elimination notification;

b) Amount of penalty to be paid by Supplier exceeds 5% of undelivered and/or delayed goods value;

c) Supplier fails to deliver goods to Purchaser in time;

d) The quality of the product delivered is not in compliance with the quality mentioned in quality and conformity certificates;

e) Other cases defined under Legislation of Georgia.

10.3. Purchaser and Supplier may terminate this Contract mutually at any stage of its implementation upon agreement.

11. Exemption From Responsibilities

11.1. Parties shall be exempted from responsibilities for complete or partial nonperformance if such nonperformance is resulted from force-majeure circumstances (earthquake, floods, insurrection and other circumstances that are not under the control of the parties, it is impossible to foresee them and are considered to be force-majeure circumstances).

11.2. Party that is under force-majeure circumstances, shall immediately but not later than within 3 (three) calendar days notify the other party in writing or by e-mail about such circumstances and estimated term of its elimination. Otherwise, party shall not be exempted from responsibility for complete or partial nonperformance under the Contract.

11.3. The parties are responsible to determine the issue of applicability of Force Majeure to the present agreement. The Party to whom force majeure applies is, to the extent possible, responsible to find alternative ways in order to fulfill its obligations

11.4. Unless otherwise agreed between the parties, in case of force-majeure circumstances responsibilities performance period shall be suspended with the period during which such circumstance lasts.

11.5. Facts specified in written notification shall be certified by competent authority. Such certification shall not be necessary if facts are publicly known.

11.6. Parties shall proceed responsibilities performance upon force-majeure circumstances elimination.

12. Provisions of Contract Inspection

12.1. Purchaser or its authorized person shall be entitled to control goods volume, quality and delivery terms, as well as inspects goods and issue respective conclusion.

12.1.1. Supplier shall perform inspection according to EN 10204:2004 3.2. Document prepared by both the manufacturer's authorized inspection representative, independent of the manufacturing department and inspector designated by the official regulations and in which they declare that the products are in compliance with the requirements of the order and in which test results are supplied.

12.1.2 Purchaser reserves the right, at any time, at his own expense to carry out inspection of the manufacturing process of the Goods. The Supplier is obliged to notify the Purchaser in advance of the start of production of the Goods to be supplied and upon Purchaser's request Supplier shall provide access for the authorized representative of the Purchaser to the respective manufacturing factory.

12.2. Inspection group established by Purchaser's organization shall perform control over State Purchases Contract and its annexes performance by supplier.

12.3. Functions of inspection group shall be:

a) Proper control and surveillance of goods volume, quality and delivery terms with the Contract requirements and in case of Purchaser's authority assignment acceptance certificates signing;

b) Goods inspection prior to the signature of acceptance certificate and its rejection in case of low quality;

c) If necessary, record and storage of periodic documentation with respect to this Contract performance;

d) Performance of other powers for the purpose of effective performance of this Contract.

12.4. Supplier shall be liable for reimbursement of any expenses related to revealed defect elimination and inspection.

13. Contract Amendments

13.1. Neither party hereto shall be entitled to alter Contract provisions unilaterally.

13.2. Amendments shall not be affected if such alteration shall increase Contract value for Purchaser or shall deteriorate Contract provisions, except cases defined under article 398 of Civil Code.

13.3. Upon occurrence of cases defined under article 398 of Civil Code of Georgia, it shall be prohibited to increase Contract total value for more than 10%.

13.4. Any amendment to the Contract shall be executed in the form of written agreement, shall be attached to the Contract and shall constitute integral part thereto.

13.5. All amendments to the Contract shall be legally binding only upon parties signing thereon.

14. Entering into Force and Term

14.1. Contract shall enter into force upon parties signing thereon and shall be valid till

14.2. Relevant provisions of the Contract shall remain valid until complete fulfillment of responsibilities undertaken by the parties.

15. Dispute Settlement, Governing Law

15.1. Any dispute arisen between the parties shall be settled through amicable negotiations.

15.2. If, within 30 days from the day when the dispute arises, settlement is not reached, all disputable issues shall be discussed in the Courts of Georgia.

15.3. Contract is executed in accordance with the Legislation of Georgia and shall be interpreted under the Legislation of Georgia.

16. Final Provisions

16.1. The contract is made in Georgian and in English languages, in 2 (two) identical specimens having equal legal capacity. In case of any controversy between English and Georgian versions, Georgian version shall prevail.

16.2. If any article, clause and/or provisions of this Contract are deemed invalid and/or void, this shall not affect validity of the remaining articles, clauses and/or provisions of the Contract.

16.3. Any communication between the parties required under the Contract shall be performed in writing via mail or through e-mail (Purchaser - public@gogc.ge; Supplier -)

16.4. Any annex and/or amendment and/or addition to this Contract represent integral part thereto.

17. Requisites of Parties

Annex#3

Annex №3 - Contract Performance Bank Guarantee

Unconditional and Irrevocable Bank Guarantee

Draft

Guarantor:
(Name of issuer Organization)

Principal:
(Contractor)

Beneficiary: JSC Georgian Oil and Gas Corporation (Buyer)

Tender Registration Number (NAT) -----

Bank has been informed that in accordance with the bid for the tender N undertook the responsibility to submit Performance Guarantee in *Buyer's* favour, amounting up to in order to cover the due fulfillment of *Supplier's* consequent contractual obligations.

In consideration of the aforesaid, we hereby guarantee and undertake at the first request of the Buyer, the *Bank*, hereby irrevocably and unconditionally, waiving all rights of objection, without the need to obtain a court sentence or *Supplier's* consent, to pay the *Buyer* the amount not exceeding, in 5 calendar days upon receipt of *Buyer's* duly signed and stamped first written demand indicating the amount to be paid in numbers and words stating that the *Supplier* is in breach of its contractual obligations without the need the *Buyer* to prove or show the grounds for the demand.

Bank's liability (insert the name of the bank) under this guarantee is valid until, consequently, any demand for the payment under this guarantee must be received by the *Bank* (*insert the Address*) on before abovementioned date after which this guarantee will automatically become null and void.

The bank guarantee is automatically terminated:

- After the expiration date of this guarantee;
- If the beneficiary refuses to use the rights under this guarantee and submits the written notification to the guarantor about refusal and returns the original Guarantee.

Signature and stamp of the guarantors'

- *Validity period of this Guarantee shall exceed the Goods delivery deadline stipulated by the Contract by 60 (sixty) days.*

LOT 2 – VALVES

Annexes

Annex#1-1

Valve

Ball Valves with Gas over oil or Direct Gas actuator with hydraulic manual override, ANSI Class 600

№	Title	Specification	Unit	Quantity	Note
1	Ball valve for underground installation, to be welded, Stem Extension 2.7m; DN 700; Min PN 100	API 6D	Pcs	5	VALVE - Alloy steel; Full welded and full bore; With pipe pup on both side. pipe pup length: min. L=700 mm. D=720, w.t.=12 steel grade X60M API 5L PSL 2. pipe pup with chamfer as per standard. Ambient air temperature -29°C to +50°C; Anti-corrosion thermoactive cover with polymer; ACTUATOR - Gas over oil or Direct Gas actuator with hydraulic manual override, operation pressure range 1.2-5.4 MPa, explosion proof according to ATEX 94/9/EC. VALVE manufacturing standard - API 6D. Inspection according to EN 10204:2004 (3.2) standard
2	Ball valve for underground installation, to be welded, Stem Extension 2.7m; DN 500; Min PN 100	API 6D	Pcs	4	VALVE - Alloy steel; Full welded and full bore; With pipe pup on both side. pipe pup length: min. L=500 mm. D=530, w.t.=10. steel grade X52M API 5L PSL 2. pipe pup with chamfer as per standard.. Ambient air temperature -29°C to +50°C; Anti-corrosion thermoactive cover with polymer; ACTUATOR - Gas over oil or Direct Gas actuator with hydraulic manual override, operation pressure range 1.2-5.4 MPa, explosion proof according to ATEX 94/9/EC. VALVE manufacturing standard - API 6D. Inspection according to EN 10204:2004 (3.2) standard
3	Ball valve for underground installation, to be welded, Stem Extension 2.3m DN 150, PN 100	API 6D	Pcs	24	VALVE - Alloy steel; Full welded and full bore; With pipe pup on both side. pipe pup length: min. L=150 mm. D=168.3, w.t.=5.6. steel grade X52 API 5L PSL 2. pipe pup with chamfer as per standard.. Ambient air temperature -29°C to +50°C; Anti-corrosion thermoactive cover with polymer; ACTUATOR - Gas over oil or Direct Gas actuator with hydraulic manual override, operation pressure range 1.2-5.4 MPa, explosion proof according to ATEX 94/9/EC. VALVE manufacturing standard - API 6D. Inspection according to EN 10204:2004 (3.2) standard.

Valves.

1. Alignment – aboveground and/or underground (as per table);
2. Pressure – 10 Mpa
3. Drive – Gas over oil or Direct Gas actuator with hydraulic manual override (as per table);
4. Control – local, with the possibility of remote control;
5. Hermiticity of lock for – DN 700, DN 500 valves as per class B. DN 150, DN 100 valves as per class – A (ГОСТ 9544-93);
6. Connection to the pipeline – to be welded;
7. Climatic conditions – normal, ambient air temperature from -29 up to +50°C;
8. It is preferable that the offered a complete set of ball valve (with gas over oil or Direct Gas actuator with hydraulic manual override) is produced by a single manufacturer;
9. Valve must have pipe pup on both side.

Note:

1. *It is preferable that the offered a complete set of ball valve (with gas over oil or Direct Gas actuator with hydraulic manual override) is produced by a single manufacturer; In case the offered complete set of ball valve (with gas over oil or Direct Gas actuator with hydraulic manual override) is manufactured by different manufacturers the Bidder is obliged to submit the following documentation:*
 - *Valve Manufacturer's confirmation on the compatibility of the offered valve and gas over oil or direct gas actuator (with hydraulic manual override). It is preferable that the confirmation were also made through quality certificate verifying production standards of the offered Goods' - a complete set (as specified in the Tender Documentation) of ball valve with gas over oil or direct gas actuator with hydraulic manual override.*
 - *The passport and/or work manual of the offered gas over oil or direct gas actuator (with hydraulic manual override) issued by the manufacturer giving detailed technical specifications of the offered gas over oil or direct gas actuator (with hydraulic manual override).*
2. *Offered Goods shall be new (production date – not earlier than 2020), unused. The manufacturing year of the offered goods by the date of delivery shall be confirmed by the passport and /or by stamp on the Goods to be delivered.*
3. *Line valves shall have standard anticorrosion thermo-active coating;*
4. *Inspection shall be carried out in accordance with EN 10204:2004 (3.2) standard. Document prepared by both the manufacturer's authorized inspection representative, independent of the manufacturing department and inspector designated by the official regulations and in which they declare that the Goods are in compliance with the requirements of the order and in which test results are supplied.*
5. *In case, the bidder offers Goods manufactured based on other similar standards and/or technical specifications than it is defined in the tender documentation, the bidder shall submit information about the exact version of the standard(s) and/or technical specification(s) that is used during the manufacturing of the Goods.*

Annex#1

Name of Participant: _____

Date: _____

№	Title	Specifications of the offered Goods and year of manufacture	Manufacturing standard of the offered Goods	Manufacturer of the offered Valves (Including Actuator)	Country of origin of the offered Goods	Unit	Quantity	Unit Price USD (VAT excl.)	Total Price USD (VAT excl.)	Delivery time
1	2	3	4	5	6	7	8	9	10	11
Ball Valves with Gas over oil or Direct Gas actuator with hydraulic manual override, ANSI Class 600										
1	Ball valve for underground installation, to be welded, Stem Extension 2.7m; DN 700; Min PN 100					Pcs	5		\$ -	
2	Ball valve for underground installation, to be welded, Stem Extension 2.7m; DN 500; Min PN 100					Pcs	4		\$ -	
3	Ball valve for underground installation, to be welded, Stem Extension 2.3m DN 150, PN 100					Pcs	24		\$ -	
								TOTAL:	\$ -	

Participants are required to fill in the columns #3, 4, 5, 6, 9,10 and 11.

Note: In case the offered complete set of ball valve (with gas over oil or Direct Gas actuator with hydraulic manual override) is manufactured by different manufacturers, the Participant is obliged to fill in the columns #5 and #6 of the table of prices the information about the manufacturer and country of origin of the Valve, as well as, of the Actuator.

Residents of Georgia shall provide their prices in GEL.

Participant's Signature and Stamp _____

An extract from tender documentation

JSC Georgian Oil and Gas Corporation (GOGC)

Tender Documentation

**State Procurement of Line Valves required for gas pipeline Construction/Rehabilitation
Projects**

CPV 44163200

1. Information Related to the Description of the Procurement Object

1.1 Name of the Procurement Object:

Procurement of Line Valves (hereinafter referred to as "Goods") required for gas pipeline construction/rehabilitation Projects in accordance with clause 1.2 of the Tender Documentation.

1.2 Description of Technical Features of Goods/services/works to be procured (technical specifications), Quantity/Volume of Procurement Object:

The specifications and quantity of the Goods is provided as Annex #1-1.

1.3 The Table of Prices/Cost Estimation (attached file):

The table of prices is provided as Annex № 1.

1.4 Terms for the delivery of Goods/Provision of Services/Performace of Works:

Goods shall be delivered not later than 120 (one hundred and twenty) calendar days after signing the contract.

1.5 Form and Place of delivery of Goods/Provision of Services/Performace of Works

1.5.1 Goods shall be delivered on DDP terms (Incoterms 2010) basis. Supplier shall be responsible to unload and store Goods on its own costs.

1.5.2 Goods shall be delivered at the following address: JSC "Georgian Oil and Gas Corporation's warehouse", village Saguramo, Mckheta region, Georgia.

1.5.3 In case of non-resident supplier, during customs clearance procedures of the goods, Purchaser is responsible for executing the payment of VAT, in accordance with the legislation of Georgia.

1.7 Information on Gurantee Terms and Conditions

Required.

1.7.1 Requirements related to warranty period:

Warranty period for the Goods shall be not less than 24 months after Goods installation completion or not less than 36 months after Goods delivery (after signature of the act of acceptance).

6. Contract Performance Guarantee

6.3. Validity of the Guarantee:

The validity of the contract performance guarantee shall exceed the Goods delivery deadline for at least 60 (sixty) calendar days.

6.4. Guarantee Terms and Conditions

6.4.1 In case, the total price (Including VAT) of the contract equals to or exceeds 200 000 GEL, the winning Bidder shall submit unconditional and irrevocable bank guarantee in an amount of 5% of Contract price as per clause 6.4.3 of Tender Documentation for the purpose of ensuring performance of the contract.

6.4.2 In case, the final price specified in the system by the Bidder declared as a winner as a result of electronic bidding is less than the estimated cost of the object of procurement by more than 20%, the winning Bidder shall submit an unconditional and irrevocable bank guarantee in the amount of 10% of the contractual price as per clause 6.4.3 of Tender Documentation for the purpose of ensuring performance of the contract.

6.4.3 The Bidder shall submit unconditional and irrevocable bank guarantee in USD issued by a commercial bank/insurance company licensed in Georgia. In case the institution issuing the guarantee is not a commercial bank/insurance company licemsed in Georgia, the guarantee shall be issued only by the banking institution, the bank issuing the guarantee shall have the minimum rate "B+" of Fitch Rating or other equivalent rating, granted by an international rating agency. Bank Guarantee shall be submitted with consideration of substantial conditions defined in Annex №3 (Contract Performance Bank Guarantee/draft).

6.4.4 The Supplier registered in the White List of the State Procurement Agency of Georgia shall be entitled to submit the bank guarantee amounting to the half of the requested value.

7. Payment Terms

7.1 Advance Payement

Not applied.

7.2 Terms and Conditions of Payment in Stages and/or Final Payment:

Payment to the Supplier shall be made in non-cash form, in installments, based on actually delivered goods after the submission of the documentation envisaged by the contract.

7.3 Terms of Payment in Stages and/or Final Payment:

Payment to Supplier shall be effected based on actually delivered Goods within 14 business days after submitting the documents envisaged by the Contract.

8. Draft Contract

8.1 Draft Contract (attached file):

See attached Annex №2 – Contract Draft on State Procurement.

10. Additional information/Documentation:

10.1 Additional information:

10.1.2 In the Unified Electronic System of Procurement (hereinafter referred to as “System”) the price of the bid shall be indicated in national currency including all required expenses and taxes considered by the Georgian Legislation (excluding VAT);

10.1.5 The currency of the contract signed with the awarded Bidder shall be US Dollar (USD), based on the official exchange rate of National Bank of Georgia on the day of opening of the Tender. In case the Bidder is Georgian resident entity, payment shall be made in Georgian National Currency in accordance with the official exchange rate of National Bank of Georgia by the date of signature the act of acceptance. In case the Bidder is non - resident entity, payment shall be made in USD. On the Selection/Evaluation stage of the tender, at the Purchaser’s request, the Bidder shall submit the table of prices in USD based on the official exchange rate of National Bank of Georgia on the day of opening of the Tender;

10.2.6 The form and conditions of the contract on State Procurement is set forth in the Tender Documentation (Annex №2) that can be clarified in accordance with the bid on the date of signing the contract.

Natural Gas Content and Characteristics

Analysis is performed in accordance with GOST-22667-82 and GOST-30319.1-96

Gas Sample Content	mole, %	
	<i>Minimum</i>	<i>Maximum</i>
CH ₄ – Methane	94,4926	89,3330
C ₂ H ₆ – Ethane	3,1993	4,2097
C ₃ H ₈ – Propane	1,1902	2,3345
C ₄ H ₁₀ – i - Butane	0,2172	0,4324
C ₄ H ₁₀ – n - Butane	0,2860	0,6763
C ₅ H ₁₂ – i -Pentane	0,0773	0,1512
C ₅ H ₁₂ – n -Pentane	0,0564	0,1154
C ₆ H ₁₄ – n – Hexane	0,0076	0,0189
CO ₂ – Carbon Dioxide	0,2702	2,5165
N ₂ – Nitrogen	0,2032	0,2121

Annex#2

Annex №2 - Draft State Procurement Contract

(The terms and conditions of the State Procurement Contract may be adjusted by the time of signing the contract, based on the negotiations between parties)

Tbilisi

JSC “Georgian Oil and Gas Corporation” (hereinafter referred to as “Purchaser”) represented by -----, on the one hand and

on the other hand [_____] (hereinafter referred to as “Supplier”)

Whereas, _____ is announced to be the successful bidder with the price of GEL _____ excluding VAT in the tender announced by Purchaser for the year in accordance with paragraph “__” of article __ of the Law of Georgia on “State Purchases”,

The Contract shall be concluded in USD, in accordance with the official exchange rate of GEL at the level of USD established by the National Bank of Georgia on (on the date of opening of the Tender) (1 USD ----- GEL).

we agree on the following:

1. Subject of the Contract

1.1. The subject of this Contract is Procurement of Line Valves (hereinafter referred to as “Goods”) required for gas pipeline construction/rehabilitation works (CPV44163200).

1.2. Goods description, technical parameters, specifications, quantity and price per unit are specified in Annex №-- (Table of Prices) of this Contract, attached hereto and representing its integral part.

2. Obligations of Parties

2.1. In accordance with the Contract Supplier is obligated to supply timely and completely flawless goods and accompanied documentation to the Purchaser under the Contract provisions and Purchaser shall be responsible timely and completely to pay Supplier amount specified under this Contract and to accept the Goods.

3. Provisions of Goods Delivery

3.1. Supplier shall supply goods on DDP (Incoterms 2010) provisions excluding VAT.

3.2. Supplier shall be responsible to:

3.2.1 Ensure customs clearance of goods on its own expenses on the name of Purchaser in accordance with the Legislation of Georgia, in case the Supplier is non - resident entity;

3.2.2. To unload goods and store on its own expenses on the following address: GOGC’s Pipe yard, ----- . All Goods shall be delivered not later than 120 (one hundred and twenty) calendar days after contract signature.

3.2.3. Supply the goods to the Purchaser packed according to the Contract and/or its specifications and with the following data printed on or with respective documentation attached:

a) Identification number;

b) Diameter;

c) Length;

d) Degree;

e) Wall thickness;

f) Steel quality;

g) Other technical and qualitative specifications of the Goods considered under the clause 1.2 of the Tender Documentation and other normative requirements.

3.2.4. The Goods to be delivered shall have the Certificates of Origin and Quality.

3.3. In case the Supplier is non - resident entity, prior to goods customs clearance, the Purchaser shall grant authority to the customs officer named by Supplier for goods customs clearance on the Purchaser’s name.

3.4. The Supplier shall deliver Goods to the Address as defined in the clause 3.2.2. from 9:00 until 19:00. Due to the Safety requirements, the purchaser reserves the right to refuse the receipt of Goods, if the Supplier delivers the Goods after 19:00.

3.5. After Acceptance Certificate is signed and stamped, security of goods, at the store shall be at Purchaser’s responsibility and account.

3.6. During customs clearance procedures of the goods, the Purchaser shall be responsible to pay VAT in accordance with legislation of Georgia.

4. Goods Quality

4.1. Goods quality shall meet the requirements and standards specified in the clause 1.2 of the Tender Documentation of the Tender Documentation and Annex №1 of the Contract.

5. Supplier’s Warranties

5.1. Supplier shall warrant that Goods supplied to Purchaser are flawless and corresponds the quality, technical specifications and requirements specified under clause 4.1. of the Contract.

5.2. Provisions of claim arisen due to goods flaw/defect shall be regulated under this Contract and Legislation of Georgia.

5.3. In case of any flaw/defect whatsoever Supplier shall on its expenses and under its responsibility ensure its elimination within reasonable timeframe defined in written notification (about flaw/defect revealing) received from Purchaser. Flaw/defect shall be corrected in accordance with Purchaser's request through goods replacement with the new one or through repair/correction.

5.4. Warranty period on the goods delivered to Purchaser by Supplier shall be 12 months after goods installation completion or 24 months after goods delivery, which comes earlier

5.5. Supplier warrants/guarantees that it shall protect Purchaser from any claim arisen by any third party and/or reimburse Purchaser any expense (including costs incurred due to sanction imposed by State Competent Authority) that may be incurred due to breach or improper performance of contract provisions by Supplier.

6. Delivery-Acceptance of the Goods

6.1. Acceptance Certificate shall be executed between Supplier and Purchaser upon goods delivery to Purchaser that shall be signed by authorized persons of the parties. Acceptance Certificate shall be signed and stamped within 30 days after each partial delivery of the goods to the warehouse, provided that the delivered Goods are in accordance with the requirements undertaken by the Supplier in the Agreement.

6.2. Purchaser shall be entitled to reject low quality goods acceptance or acceptance of the goods rejected by Purchaser's inspection group, that don't correspond to the requirements specified under the Contract.

6.3. Until Acceptance Certificate is signed and stamped the Supplier shall be fully responsible for the damaged or destroyed goods.

6.4. After Acceptance Certificate is signed and stamped, any damage of the goods that might occur due to the security of the warehouse store shall be at Purchaser's responsibility and account.

6.5. In case of any delay of signing the Act of Acceptance by the Purchaser, resulting by the latter's fault, the responsibility of subsequent damage shall transfer to the Purchaser.

7. Contract Price and Payment

7.1. According to the provisions stipulated by the Contract the total price of the Contract shall constitute USD excluding VAT.

7.2. Payment to Supplier shall be made based on actually delivered goods in non cash form via bank transfer.

a) In case of Supplier being a Georgian resident company, payment shall be made in Georgian National Currency in accordance with the official exchange rate of National Bank of Georgia by the date of signature the act of acceptance.

b) In case of Supplier being a non-resident company, payment shall be made in US dollar.

7.3. For the payment purposes, Supplier along with the goods shall deliver the following documentation to the Purchaser:

a) Invoice;

b) Waybill (packing list);

c) Acceptance Certificate;

d) Goods Quality Certificates;

e) Goods Inspection certificates 3.2 "type 3.2" (according to the clause 11.1.1. of the contract);

f) Goods Certificate of Origin;

g) Goods Warranty Certificates;

h) Customs declarations of goods clearance in import mode.

7.4. Payment shall be made within 14 business days after submission to Purchaser of the Goods and documentation specified in clause 7.3.

8. Nonperformance of Contract Provisions

8.1. If within reasonable period defined in written notification Supplier fails to perform procedure specified in clause 3 of article 5, Purchaser shall be entitled to impose Supplier to pay penalty in an amount of 5% of the total price of the Contract which shall be calculated in USD and shall be paid not later than 10 calendar days after written notification receipt by Supplier about fine imposture. In case of Supplier being a Georgian resident Company payment of penalties shall be made in accordance with official exchange rate of National Bank of Georgia by the date of penalty payment. If the Supplier refuses payment of penalties, the amount shall be deducted in GEL in accordance with official exchange rate of National Bank of Georgia by the date of signature of act of acceptance (if applicable) or termination of the contract by the Purchaser. Amount of fine may be deducted by Purchaser from the submitted bank guarantees of the Supplier.

8.2. In case of goods delivery delay or incomplete delivery, Supplier shall be imposed penalty in an amount of 0.1% of delayed or undelivered goods price per each delayed calendar day. Amount of fine may be subtracted by the Purchaser from the amount to be paid in accordance with principle stated in clause 8.1 above.

8.3. In case the Purchaser delays payment, the Supplier shall be entitled to impose the Purchaser the penalty in an amount 0.1% of price to be paid per each delayed calendar day.

8.4. Either party may request reimbursement of damage incurred due to nonperformance or improper performance of responsibilities of the other party.

8.5. In case of breach of Contract provisions by Supplier, penalty payment shall not release it, except in cases specified under Civil Code, from the responsibility to perform Contract provisions.

9. Contract Termination

9.1. In case nonfulfillment by the party of Contract provisions or undertaken responsibilities, the other party shall be entitled to indicate in writing on such circumstances and to request its correction (notification thereof shall be sent to the other party). After expiration of the term specified in the notification the party shall be entitled to terminate this Contract. In cases defined under Civil Code of Georgia Party shall be entitled to terminate Contract without such notification.

9.2. Purchaser shall be entitled to terminate Contract in case if Supplier doesn't or cannot perform undertaken responsibilities hereunder, including:

a) Supplier fails to meet requirements defined in flaw/defect elimination notification;

b) Amount of penalty to be paid by Supplier exceeds 5% of undelivered and/or delayed goods value;

c) Supplier fails to deliver goods to Purchaser in time;

d) The quality of the product delivered is not in compliance with the quality mentioned in quality and conformity certificates;

e) Other cases defined under Legislation of Georgia.

9.3. Purchaser and Supplier may terminate this Contract mutually at any stage of its implementation upon agreement.

10. Exemption From Responsibilities

10.1. Parties shall be exempted from responsibilities for complete or partial nonperformance if such nonperformance is resulted from force-majeure circumstances (earthquake, floods, insurrection and other circumstances that are not under the control of the parties, it is impossible to foresee them and are considered to be force-majeure circumstances).

10.2. Party that is under force-majeure circumstances, shall immediately but not later than within 3 (three) calendar days notify the other party in writing or by e-mail about such circumstances and estimated term of its elimination. Otherwise, party shall not be exempted from responsibility for complete or partial nonperformance under the Contract.

10.3. The parties are responsible to determine the issue of applicability of Force Majeure to the present agreement. The Party to whom force majeure applies is, to the extent possible, responsible to find alternative ways in order to fulfill its obligations

10.4. Unless otherwise agreed between the parties, in case of force-majeure circumstances responsibilities performance period shall be suspended with the period during which such circumstance lasts.

10.5. Facts specified in written notification shall be certified by competent authority. Such certification shall not be necessary if facts are publicly known.

10.6. Parties shall proceed responsibilities performance upon force-majeure circumstances elimination.

11. Provisions of Contract Inspection

11.1. Purchaser or its authorized person shall be entitled to control goods volume, quality and delivery terms, as well as inspects goods and issue respective conclusion.

11.1.1. Supplier shall perform inspection according to EN 10204:2004 3.2. Document prepared by both the manufacturer's authorized inspection representative, independent of the manufacturing department and inspector designated by the official regulations and in which they declare that the products are in compliance with the requirements of the order and in which test results are supplied.

11.1.2 Purchaser reserves the right, at any time, at his own expense to carry out inspection of the manufacturing process of the Goods. The Supplier is obliged to notify the Purchaser in advance of the start of production of the Goods to be supplied and upon Purchaser's request Supplier shall provide access for the authorized representative of the Purchaser to the respective manufacturing factory.

11.2. Inspection group established by Purchaser's organization shall perform control over State Purchases Contract and its annexes performance by supplier.

11.3. Functions of inspection group shall be:

a) Proper control and surveillance of goods volume, quality and delivery terms with the Contract requirements and in case of Purchaser's authority assignment acceptance certificates signing;

b) Goods inspection prior to the signature of acceptance certificate and its rejection in case of low quality;

c) If necessary, record and storage of periodic documentation with respect to this Contract performance;

d) Performance of other powers for the purpose of effective performance of this Contract.

11.4. Supplier shall be liable for reimbursement of any expenses related to revealed defect elimination and inspection.

12. Contract Amendments

- 12.1. Neither party hereto shall be entitled to alter Contract provisions unilaterally.
- 12.2. Amendments shall not be affected if such alteration shall increase Contract value for Purchaser or shall deteriorate Contract provisions, except cases defined under article 398 of Civil Code.
- 12.3. Upon occurrence of cases defined under article 398 of Civil Code of Georgia, it shall be prohibited to increase Contract total value for more than 10%.
- 12.4. Any amendment to the Contract shall be executed in the form of written agreement, shall be attached to the Contract and shall constitute integral part thereto.
- 12.5. All amendments to the Contract shall be legally binding only upon parties signing thereon.

13. Entering into Force and Term

- 13.1. Contract shall enter into force upon parties signing thereon and shall be valid till
- 13.2. Relevant provisions of the Contract shall remain valid until complete fulfillment of responsibilities undertaken by the parties.

14. Dispute Settlement, Governing Law

- 14.1. Any dispute arisen between the parties shall be settled through amicable negotiations.
- 14.2. If, within 30 days from the day when the dispute arises, settlement is not reached, all disputable issues shall be discussed in the Courts of Georgia.
- 14.3. Contract is executed in accordance with the Legislation of Georgia and shall be interpreted under the Legislation of Georgia.

15. Final Provisions

- 15.1. The contract is made in Georgian and in English languages, in 2 (two) identical specimens having equal legal capacity. In case of any controversy between English and Georgian versions, Georgian version shall prevail.
- 15.2. If any article, clause and/or provisions of this Contract are deemed invalid and/or void, this shall not affect validity of the remaining articles, clauses and/or provisions of the Contract.
- 15.3. Any communication between the parties required under the Contract shall be performed in writing via mail or through e-mail (Purchaser - public@gogc.ge; Supplier -)
- 15.4. Any annex and/or amendment and/or addition to this Contract represent integral part thereto.

16. Requisites of Parties

Annex#3

Unconditional and Irrevocable Bank Guarantee

Draft

Guarantor:
(Name of issuer Organization)

Principal:
(Contractor)

Beneficiary: JSC Georgian Oil and Gas Corporation (Buyer)

Tender Registration Number (NAT) -----

Bank has been informed that in accordance with the bid for the tender N undertook the responsibility to submit Performance Guarantee in *Buyer's* favour, amounting up to in order to cover the due fulfillment of *Supplier's* consequent contractual obligations.

In consideration of the aforesaid, we hereby guarantee and undertake at the first request of the Buyer, the *Bank*, hereby irrevocably and unconditionally, waiving all rights of objection, without the need to obtain a court sentence or *Supplier's* consent, to pay the *Buyer* the amount not exceeding, in 5 calendar days upon receipt of *Buyer's* duly signed and stamped first written demand indicating the amount to be paid in numbers and words stating that the *Supplier* is in breach of its contractual obligations without the need the *Buyer* to prove or show the grounds for the demand.

Bank's liability (insert the name of the bank) under this guarantee is valid until, consequently, any demand for the payment under this guarantee must be received by the *Bank* (*insert the Address*) on before abovementioned date after which this guarantee will automatically become null and void.

The bank guarantee is automatically terminated:

- After the expiration date of this guarantee;
- If the beneficiary refuses to use the rights under this guarantee and submits the written notification to the guarantor about refusal and returns the original Guarantee.

Signature and stamp of the guarantors'

- *Validity period of this Guarantee shall exceed the Goods delivery deadline stipulated by the Contract by 60 (sixty) days.*