

**A CONTEST APPLICATION OF THE STATE**

**PROCUREMENT PROJECT SERVICE**

**The following contest is issued according to the Georgian law  
“About the State Procurement” and the “Project Service State  
Procurement Conditions and Rules of Approval by the Contest”**

**according to the order N3 February 10<sup>th</sup>, 2011**

**of the Head Of the State**

**Procurement agency**

**2014**

**Batumi**

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## **Announcement**

1. The Ministry of Finance and Economy of Autonomous Republic of Adjara(address: #119 M. Komakhidze str. Batumi), with budgetary funds of Autonomous Republic of Adjaraannounces tender on drawing up of documentation of the project and estimate for constructing a stadium with a capacity of 20000 spectators on the land plot located in 15 LeonidzeStr, Batumi (cadastral code 05.25.12.005) and invites all concerned persons for participation.
2. Procurement object: drawing up of documentation of the project and estimate for constructing a stadium with a capacity of 20000 spectators on the land plot located in 15 LeonidzeStr, Batumi (cadastral code 05.25.12.005)
3. Estimated purchase price is no more than **650000 (Six hundred fifty thousand) GEL**.
4. Concerned persons shall submit tender offer (in one sealed envelope) and fee payment certifying document within the period – from March 4, 2015 10:00, up to March 4, 2015 15:00, at the following address: #119 M. Komakhidze str. Batumi, Ministry of Finance and Economy of Autonomous Republic of Adjara.
5. Tender shall be held on March 4, 2015, 16:00 at the following address: #119 M. Komakhidze str. Batumi, Ministry of Finance and Economy of Autonomous Republic of Adjara.
6. Tender fee:
  - 6.1 For the submission of tender offer a person shall pay the fee in the amount, specified under Article 19<sup>1</sup> of the Law (50 (fifty) GEL). Fee shall be paid at the bank account of the Agency indicated on the official web-page of the Agency (<http://procurement.gov.ge>).
  - 6.2 The document, certifying payment of fee shall include the following:
    - a)unique number of the payment certifying document and payment date;
    - b) name and ID code of procuring organization;
    - c) name and ID Code of a bidder;
    - d) unique number conferred to a contest notice as a result of its placement on the official web page of the Agency.
- In case of submission of a document by a person, issued in violation of data provided under paragraph 6.2, such tender offer is subjected to disqualification.
7. Tender offer without relevant payment certifying document shall not be examined.
8. Tender offer submitted behind time shall be returned to the bidder unopened.
9. Submitted tender offer shall be effective up to awarding of contract with the winner bidder.

10. All the documents and information represented by tender offer shall be submitted in Georgian. In case of submission of documents and information in foreign language, they have to be accompanied with the notary certified Georgian translation.

11. In case of discrepancy between foreign language document and its Georgian translation, the priority giving issue shall be decided by tender commission.

12. All the documents and information represented by tender offer shall be signed and sealed by an authorized person (if required, the power of attorney shall be submitted).

13. Total price in tender proposal shall be denominated in consideration of all taxes relating to the delivery of procurement object under the Georgian legislation.

14. Payment shall be made via cashless payment in GEL within 10 (ten) days after submission of documents by the supplier, in accordance with the factually rendered services.

15. A bidder shall submit the following:

- a) Tender offer price and details in accordance with Annex 1;
- b) Information about the terms of service delivery;
- c) Consent on technical task.
- d) Information about experience: a bidder must be experienced in completing the works connected with sports constructions.

### **Technical task**

About procurement of the project and estimate documentation of the stadium with capacity of 20000 spectators in Batumi by the tender

Brief description of design territory

Design territory is located in Batumi at south territory, Leonidze Str. № 15 (cadastral code 05.25.12.005) with the area of 84712.0 m<sup>2</sup>. The project territory is located among Gagarini and Leonidze streets, it has the multifaceted configuration, but it still keeps the rectangular shape. It is the adjacent territory of the transportation axis of Heroes Alley (including Leonidze Str.) and the convenient scheme of the traffic flow is formed by the combination of the crossing streets. The street is provided with engineering infrastructure, the functioning and permeability of which demands the additional testing and in case of necessity, to recommend about increasing of their power.

### **The aim of the drafting a project**

- Planning the urban and spatial development of the territory.
- Arrangement of public areas and sport-recreation zones
- Regulation of issues relating to the traffic flows and parking
- Organization of safe movement and flows of pedestrians, disabled persons and bicyclists.

**Main requirement:**

Design land plot (84712.0 m<sup>2</sup>) to be developed within the space-compositional, concept of ensemble frames. The area for the main (with capacity of 3500 spectators) and auxiliary (with capacity 800 spectators )for the indoor halls of volleyball to be planned together with the stadium. For this the area of 1.5 Ha approximately should be separated from the design territory (the scheme of the indoor halls to be shown on the general plan). The territory to be accomplished and provided with parking, the planting area for placing the small architectural forms/pavilion, necessary for the normal functioning of the sport complex and recreation zone, to be taken into consideration. The architectural-compositional solution should conform the modern requirements. During designing, the attention should be paid to its feasibility and reasonable technical and economical characteristics.

The stadium should meet the requirements of UEFA and FIFA (IV category), taking into consideration the Olympic (with possibility of holding the international competitions on running tracks and in field and track athletics, conforming IAAF requirements) norms.

**Each part of the construction document project to be represented in Georgian and English languages.**

**The information about the construction and facing materials used during construction and accomplishment of the design territory and the equipment specification to be provided in the construction document project (e.g. indoor and outdoor facing, engineering and utility networks, electric and mechanic devices, etc.)**

**The documents to be submitted in for participating in the contest (stage first)**

1. Situation plan of the territory

2. The urban development scheme of the design territory m 1:5000 or/and 1:2000
3. Spatial and capacitance solutions (sketch variant, the virtual model of development of design territory in 3D measurement (layout is also admissible, the scale at own discretion)
4. The general plan of the territory and the constructions planning scheme
5. The functional organization and traffic flow scheme
6. Information about the efficiency and of the proposed design and effectiveness of the exploitation
7. Information about conformity with UEFA, FIFA and IAAF standards
8. The explanatory note of the project, A-4 format, no more than 5 pages (font size 12, interval 1.5)
9. The project should be submitted in Georgian language. In case of translation, the translated document should by certified by the notary.
10. Submitted design proposal shall be delivered in A2 format in 5 counterparts, and the e-version on the CD disk (in PDF format).

**Contest appraise criterion: 10 points**

1. The urban development of the design territory and the spatial and capacitance solution scheme \_\_\_\_\_ 5.0
2. The efficiency of the proposed design and the practicality of implementation \_ 1.0
3. The cost of the represented design \_\_\_\_\_ 1.0
4. Qualification and experience \_\_\_\_\_ 3.0

**The agreement will be signed with the winner of the contest, “Supplier” is continues and the “Purchaser” delivers the construction document design within the terms considered by the agreement.**

**The contestant is obliged to submit the contest proposal during 2 months after announcing about holding a contest.**

**The contest commission is obliged to make decision during 10 working days after delivering the contest proposal.**

The winner of the contest should deliver the final production during 5 months after signing the agreement on the basis of the technical task. On the basis of the mutual agreement, it is possible to present construction-estimate document gradually.

The consistence of the construction document design:

The construction document design should conform to the law “About the Rules of Issuance of the Construction Permission and the Permission Terms”, the order No 57 of the Government of Georgia, March 24, 2009.

The resolution of the Government of Georgia, February 24, 2006 “About approving the technical regulations of the other countries by Georgia” and “About usage of the rules and technical regulations of the technical supervision in the construction sphere on the territory of Georgia, valid till 1992” of the Minister of the Economy and Sustainable Development, order No 1-1/251, February 18, 2010. In the process of designing the usage of the International Code (2012) is admissible.

The construction documentation to be processed according to the modern technologies and standards.

The estimate of the works to be done to be represented, which should undergo the additional expertise (in the part of conforming the capacity of the works to be done to the estimate documentation).

The constructional design, also the technological designs to be represented together expert report in case of necessity.

The engineering and geological report together with the relevant expert report to be represented.

Design and estimate documentation, technical materials, specifications, plans, drafts, sketches, description of the service, etc. should reflect the objective technical and quality parameters of the work which should conform to all acting norms and rules of Georgia, also with requirements, terminologies and conventional signs;

To agree the terms of fulfilling the research and design-estimate works timely and qualitatively with the interested organizations and persons. except the works connected with separation and release of the design territory that is the obligation of the “Purchaser”.

### **The consistency of the textual part**

- Explanatory note
- Description of the urban development concept
- Technical and economical study
- brief description of graphical material

### Composition of textual part:

- Detailed planning diagram
- Design territory development virtual model in 3D measurement (planning, visualization); to submit the material of detailed processing of fragments
- Plan of footways, paths and public areas
- Plans of transportation lines
- To better represent the author's idea, it is possible to submit additional materials in any format and with any technical means
- Submitted design proposal shall be delivered in 5 copies together with e-version in PDF format

### **Design (facing of interior and exterior)**

- Floor plan (floor, ceiling, walls, niches, doors and windows, etc.)
- Sanitary and bathroom plan
- Lighting details
- Color and materials details
- Detailed plans and design in case of necessity
- Color scheme for all kinds of surface, by indicating the material and color

### **Design (furniture) and graphics:**



- Interior design draft – by determining the selected location/layout for such places as:
- VIP hall
- VIP office
- Orientation indicating tags in indoor and outdoor perimeter.

### **Mechanical systems design:**

- Ventilation design
- Conditioning design
- Heating design
- Arrangement of the sanitary system/ installation
- Fire protection system
- Drainage system design
- Storm Network - in the building only

### **Electric system design**

- Installed and requested electric energy power determination
- Power supply indoor network design (automatic circuit breakers/switchers by taking into consideration the power distributor and cabinets for meters)
- Main lighting design
- Stadium lighting design
- Light control system design
- Audio system design
- Grounding design
- Continuous power supply during emergency shutdown
- Telephone line design
- Television, cable, and radio antenna system design
- Live sound system design
- Fire alarm system design
- Paging system design

- Safety and security design
- Video surveillance system design
- Automation system design – (BMC) building management system
- Information panel system design
- Power supply control and malfunctions informing design
- Internet and wi-fi system design
- Radio and television studio
- Scoreboard design
- Night lighting design of the stadium

### **Requirements about arranging the athletic field on the stadium**

1. Track - 8 tracks ( 9 tracks if possible)
2. Jumping sector - jumping with pole
  - high jump
  - long jump
  - jumping hole
3. hurling sector - discus throwing
  - javelin throwing
  - disc and hammer throwing
4. Obstacle racing – obstacle racing hole
  - Athletics for men, tracks with distance of 110 m

### **Calculation of main parameters**

- Proportional calculation of the stadium entrance, box offices, WC, cafeterias according to the quantity of the spectators.
- Evacuation plan from the stadium in case of necessity
- According to the quantity of the sportsmen, calculation of the dressings and training rooms, taking into consideration the users of the stadium – football teams and athletic sportsmen teams.

- Calculation of the entrances for the press representatives, the quantity of VIP guests, and VIP halls relevantly, conference halls and isolated entrances.
- Organization of the movement scheme for determining the independent entrances for the press, VIP guests, sportsmen and spectators.

**P.S.** The other requirements that are not set forth above, to be conformed to UEFA, FIFA and IAAF standards.

**Additional information:**

The playground to be arranged by natural coating, by taking into consideration the local climate (excess precipitation) conditions, great attention to be paid to the design of the drainage and waste water system design.

Tribunes to be covered according to the international standards.

The design proposal should take into consideration the possibility of increasing the number of spectators.

The free space under the tribunes to be used for public (museum, exhibition hall, etc) and commercial purposes.

**Amendments in the construction design:**

If the necessity of the additional work will be essential during the working process, drawing up the design and estimate documentation will be executed without charge. The issues connected with design of the project should be agreed with the Purchaser.

The Supplier is responsible for the genuineness of the represented documentation. If the amendments made in the design and estimate documentation will cause the increase of the cost and seizing the working process, the performer will be fined with 10% of the total cost of the purchasing work and the amendments in the documentation will be done without reimbursement.

- a) Supplier is responsible for qualitatively processing the design documentation and drawing up the estimate documentation.

**2.2.4 Ownership:**

- a) The studies, calculations, graphic and other types of materials connected with the abovementioned task belong to the Purchaser and stays in his ownership.

b) Supplier is not allowed to use these materials for executing the other works without prior written consent of the Purchaser.

c) Supplier is obliged to deliver the e-version of the part of the design or the whole design.

2.2.5 The quantity of the design documentation:

a) Supplier is obliged to transmit Purchaser the complete design and estimate documentation in 5 copies and its relevant e-version. The text documentation in e-version (estimate, explanatory note, etc.), printed in Sylfaen font, and the drafts to be done in PDF format. Also the total size of each file should not exceed 7 mb.

If the additional works will be necessary during the working process, drawing up the additional documentation will be executed free of charge.

Please contact The Ministry of Finance and Economy for any additional inquires, to the following address: 119, M. Komakhidze Street, Batumi, Georgia.

Contact persons: Mr. Paata Tsetskhladze, mob: (+995) 577 90 60 28

Mr. Nugzar Dzneladze, mob: (+995) 577 20 37 27

## Draft on State Purchase Agreement

The final terms of the contract may be revised and improved in the process of concluding a contract with the winning candidate.

### Contract N

Batumi

----- 2014

The Ministry of Finance and Economy of Autonomous Republic of Ajara, represented by Minister Davit Baladze (hereinafter “the Buyer”) on the one hand and represented by ----- (hereinafter the “Seller”) on the other hand on the basis of Contest #-----, classifier code (CPV) code - 71300000) conclude the foregoing state procurement agreement on following:

#### **1. The Subject of The agreement and Price**

1.1 The subject of the purchase is:-----

1.2 The total cost of the contract is ----- GEL.

#### **2. Contract performance Control**

2.1. Buyer or its representatives shall have the right to perform technical controls to ensure their compliance with technical conditions stipulated by the contract.

2.2. The seller’s contractual obligations performance from the side of the buyer will be performed on the basis of order N290, of June 19, 2012 of Minister of A.R. of Ajara project exploration and construction-repair works/services State procurement contracts implementation inspection control group.

#### **3. Delivery Conditions of Procurement Subject**

3.1. The seller is obliged to submit preliminary documentation according to technical task after signing the contract no later than -----2014.

3.2. The documentation must be submitted in printed form and electronic version 5 copies.

#### 4. Procurement Subject Delivery and Acceptance Rule

4.1. The procurement subject delivery and acceptance will be implemented upon service provision after concluding delivery and acceptance act between buyer and seller by authorized representative.

4.2. Together with conclusion the act of delivery and acceptance, the seller is obliged submit to buyer relevant tax documentation according to current Georgian legislation.

#### 5. Payment

5.1. Form of payment – noncash payment.

5.2. Total price in bid proposal shall be specified according to current Georgian legislation including all taxes related to procurement subject.

5.3. The buyer performs the payment according to the service provided within 10 (ten) working days after submission the documents.

5.4. The payment is made to the seller in GEL.

#### 6. Prices

6.1. The price fixed by the seller presents the parameters of the contract value.

6.2. Change of the contract value parameters during the effective period of the contract is not permitted.

6.3. Contract value parameters may be changed by the agreement of the parties.

6.4. Change of the contract value parameters is not allowed if as a result of these changes increases the total cost of the contract or worsens the conditions of the procuring entity, except for the cases prescribed by Article 398 of the Civil Code of Georgia.

6.5. In case of occurrence the event under the article 398 of The Civil Code of Georgia, is not permitted increase of the total price of procurement agreement for more than 10%.

## **7. Amendments to the Agreement**

7.1. No deviation or change to the term of foregoing agreement is allowed, except a written amendment signed by both parties.

7.2. If for some unforeseen reason arises necessity to change the terms of the contract, the other party must notify the initiator of the amendments concerning the relevant information.

7.3. Any changes, which will be followed by an increase in the contract price or the worsening of conditions for the buyer, is not permitted except cases provided in Article 398 of the Civil Code of Georgian "on Public Procurement" of Georgian law and the requirements of this Regulation.

7.4. Any change in the terms of the contract shall be made in the form of an annex to the agreement, which shall be considered an integral part of the contract.

## **8. Transfer of Rights**

8.1. The seller without written consent of the buyer neither fully nor partly shall transfer his/her contractual obligations to the third party.

## **9. Breach of Contract Terms**

9.1. If the seller does not fulfill the conditions stipulated in the foregoing contract, then he/she will be subject to penalty of 0.5% of the total value of the contract for each delayed day.

9.2. In case if the payment of penalty for the delayed days (or payable) will exceed 5% of the contract total price, the buyer has the right to terminate the agreement.

## **10. Force-Majeure**

- 10.1. The sides are released from the executing of undertaken responsibilities or from the responsibility of non-executing the obligations, if this nonperformance will be caused with an artificial or natural not overcoming forces, which is unable to be foreseen by the parties or it is beyond their abilities to prevent the results of such events with accessible or intelligible ways (force-majeure circumstance).
- 10.2. “Force-majeure” circumstances considered for the present agreement, which is accordingly out of "buyer's" and "seller's" control (also out of the both sides control) and which makes impossible to execute the present agreement. Force-majeure circumstance for the present agreement considers can be caused by war or natural disasters, epidemics, quarantine and embargo, budgetary allocations and other sharp decline.
- 10.3. The party affected by force-majeure situation, which is unable to perform contractual obligations, must immediately notify the second party about it providing the relevant description, certified by the documents issued by the relevant authorities. If the message sender party does not receive a written response from the other Party, he/she at its own discretion, according to the possibilities and expediency of continuing contractual obligations and tries to find an alternative means of fulfilling the obligations, which will be independent from the influence of force majeure.

## **11. Settlement of Disputes**

- 11.1. The buyer and the seller should make every effort during direct informal negotiation process to resolve all differences and disputes by agreement, including the contract and related to other components.
- 11.2. If within 30 (thirty) days during such a negotiations the buyer and seller will not be able to resolve disputes through negotiations, any party for the settlement of the dispute according to the established procedure can apply to the court of Georgia if otherwise is not provided according by the agreement.

## **12. Quality of the Procurement Object**



12.1. The seller ensures that the quality of the services meet the conditions of the contract and the requirements of the buyer.

12.2. The quality of the procurement subject must comply current standards and technical norms.

### **13. Applicable Law**

13.1. The contract is concluded and interpreted according to the current Georgian Legislation.

### **14. The contract Language**

14.1. The contract must be drawn up in Georgian. In case if the other party of the contract is the representative of foreign country, the second copy shall be translated into the language acceptable to the seller. While interpreting the contract drawn up in Georgian is crucial. All the written negotiations and other documentations related to the contract which will be exchanged between the parties to comply with these terms.

### **15. Payments and Taxation**

15.1. Foreign seller is responsible for the provision of services related to all the taxes, fees and other payments, which are payable within and outside Georgia.

15.2. The local seller is responsible for the payment of taxes, fees and other payments established by Current Georgian Legislation, if otherwise is not provided by the contract.

### **16. Contract Duration**

16.1. The foregoing contract is valid from the date of signing the contract to -----  
2014.

## 17. Other Conditions

- 17.1. Neither party shall have the right to transfer his/her rights and obligations to a third party, without the written consent of the other party.
- 17.2. The parties with the relation to the third party are acting on their own behalf, expense and risk.
- 17.3. The contract is drawn up in Georgian, in three equal legal force copies and kept with the signatories (one with the seller and two with the buyer). Any correspondence related to the contract must be in Georgian language.
- 17.4. Any changes to this Agreement shall remain in force only after it was drawn up in written and signed by the parties.

## 18. Legal Addresses and Details of the Parties

<b><i>„Buyer“</i></b>	<b><i>„Seller“</i></b>
<b>The Ministry of Finance and Economy of Autonomous Republic of Ajara</b>	
<b>Tel: (422) 27-35-10</b>	<b>Tel:</b>
<b>Address: #119 M. Komakhidze Str. Batumi</b>	<b>Address:</b>
<b>Bank Details</b>	<b>Bank Details</b>
<b>JSC „Liberty Bank“</b>	
<b>Bank Code – LBRTGE22</b>	
<b>A/N – GE88LB0121162303587000</b>	
<b>Identification code - 245429200</b>	
<b>Minister:</b>	
<b>_____ /D. Baladze/ S.</b>	

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**Consent Proposal Price and Details**

1. Contestant legal form and name:
2. Supervisor's first name and last name:
3. Contestant's Legal address:
4. Contestant's factual address:
5. Identification code:
6. Contestant's phone number:
7. E-mail address:
8. Name of the service bank:
9. Bank code:
10. Account number:
11. Consent Proposal Price

Contestant's Signature \_\_\_\_\_ S.P.

Date \_\_\_\_\_

**Notice:** all the documents submitted by the seller must be signed and sealed.