

SERVICE PROCUREMENT NOTICE

Request for Expression of Interest (REOI)

CONSULTANCY SERVICES FOR THE SUPERVISION OF CONSTRUCTION WORKS FOR UBISA-SHORAPANI ROAD SECTION (F3) OF E-60 HIGHWAY

Location: Georgia

**1. Reference code
(GTC/CS/QCBS-03)**

2. Procedure

The procurement process adopted by the Contracting Authority for the purpose of this contract is an international competitive bidding with pre-qualification, also referred to as the restricted tender procedure as defined by the EIB's Guide to Procurement. The procedure will be conducted as per the EIB's Guide to Procurement (available on EIB's website: www.eib.org) aligned with the national law. This procedure comprises two separate stages:

Stage 1 of this process is the pre-qualification process, which is designed to identify eligible and suitable candidates for this contract.

Stage 2 will be a formal tender process involving only the shortlisted candidates identified and selected as eligible and suitable as a result of the prequalification.

In detail, during the first stage, any candidate may submit a request to participate in the tendering process. Once the applications are received, the ones submitted on time will be evaluated according to the exclusion, selection and shortlisting criteria established in the present notice. The shortlisting of applicants will be conducted on a non-discriminatory basis, following the application of objective criteria, as explained in the sections below. Subsequently, the Contracting Authority will then send requests for proposals (RFP) to the shortlisted applicants. All Proposals subsequently received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation (award) criteria as set out in the present notice and in the RFP document.

3. Programme

Georgia Transport Connectivity is expected to be implemented between 2017 and 2022. It encompasses new construction and rehabilitation of approximately 253km of priority primary and secondary roads on the Georgian road network to be financed under a Framework Loan to ensure Georgia's global connectivity and local mobility.

4. Financing

The EIB is investigating an opportunity to provide funding to the Government of Georgia for the new construction of approximately 13 km Ubisa-Shorapani (F3) road section of E-60 Highway under the GTC Framework Loan.

5. Contracting Authority

Roads Department of the Ministry of Regional Development and Infrastructure of Georgia
Attn: Levan Kupatashvili – Deputy Chairman
Address: Kazbegi ave. 12 0160, Tbilisi, Georgia

Email: info@georoad.ge

cc: n.papunidi@gmail.com ; vakhtang.razmadze@georoad.ge

6. Project Description

The EIB is investigating an opportunity to provide funding to the Government of Georgia for the new construction of approximately 13km Ubisa-Shorapani (F3) four lane road section of E-60 highway. The section F3 starts from Boriti village and finishes near Kveda Sveda village. The total length is of 13+053,820 m - TA and of 13+070,83 m – AT (much shorter than the length of the existing E60: approximately 18 km). The new highway is a double carriageway, each one with two lanes, 3,75 m width, plus an emergency lane, 2,5+0,5 m width, while in tunnels there is nonemergency lane. The distance of the two axis in median width, ranges from 5 m to 22,5 m (depending on the presence of tunnels, bridges or other technical constraints).

Main structures in this section are as follows: 9 double tunnels (from 300 m to 1,6 km length) and 27 bridges, 13 along carriageway Tbilisi – Argveta and 14 along carriageway Argveta – Tbilisi (from 33 m to 1200 m length). In tunnels and in open tracks, the pavement is a layer of concrete, only in correspondence of the bridges the pavement is in bituminous layer.

CONTRACT SPECIFICATION

7. Nature of contract

Time-based

8. Scope of Contract

The selected consultant is expected to provide the consultancy service for the supervision of the construction works envisaged under the civil works contract - The General Conditions that follow the Bank Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2010-All rights reserved. Also, the consultant will be responsible for the design review prior to the commencement of the works.

9. Number and titles of lots

Not applicable.

10. Maximum budget

EUR 10,300,000 NET of Taxes

11. Scope for additional services

Not applicable.

CONDITIONS OF PARTICIPATION

12. Eligibility

Participation is open to firms originating from all countries of the world in accordance with the EIB Guide to Procurement <http://www.eib.org/projects/publications/guide-to-procurement.htm>

13. Candidature

All eligible legal persons (as per item 12 above) or groupings of such persons (consortia) may apply. A consortium may be a permanent, legally-established grouping, or a grouping which has been constituted informally for a specific tender procedure. Maximum number of allowable consortium members is 3. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

14. Number of applications

No more than one application can be submitted by a legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting an application). In the event that a legal person submits more than one application, all applications in which that person has participated will be excluded.

15. Shortlist alliances prohibited

Any tenders received from tenderers comprising firms other than those mentioned in the short-listed application forms will be excluded from this restricted tender procedure. Short-listed candidates may not form alliances or subcontract to each other for the contract in question.

16. Grounds for exclusion

As part of the application form, candidates must submit a signed declaration, included in the standard application form (see point 24 below), to the effect that they are not in any of the exclusion situations listed therein.

17. Sub-contracting

Subcontracting is allowed, maximum value will be determined in the tender stage (RFP)

18. Number of candidates to be short-listed

On the basis of the applications received, after undertaking the detailed evaluation as per point 19 below, between 2 and 10 candidates will be invited to submit detailed tenders for this contract.

SELECTION AND AWARD CRITERIA

19. Selection criteria

1) **Economic and financial capacity of candidate** (based on item 3 of the application form). In case of applicant being a public body, equivalent information should be provided.

(a) The annual turnover of the candidate should be of at least EUR 4 000 000 for each of the last three years (2015, 2016 and 2017) for which accounts have been closed. **Note to candidates:** *In the application form, please make sure to include the actual year for which the data is provided*

- *Single entity: must meet requirement*
- *All partners combined: must meet requirement*
- *Each partner: must meet say at least 25% of the requirement*
- *One partner: must meet say at least 55% of the requirement*

2) **Professional capacity of candidate** (based on items 4 and 5 of the application form)

(a) The number of the permanent staff of the candidate (*individual company or the each member of consortium*) currently working in fields related to this contract (as they are described in item 6 – “Project Description” above), should be at least 30 for each of the last three years (2015, 2016 and 2017). **Note to candidates:** *In the application form, please make sure to include the actual year for which the data is provided*

(b) For each of the last three years (2015, 2016 and 2017), at least 50% of the overall number of staff of the candidate (*individual company or the each member of consortium*) is permanent. **Note to candidates:** *In the application form, please make sure to include the actual year for which the data is provided.*

3) **Technical capacity of candidate** (based on items 5 and 6 of the application form) Legal persons:

(a) The candidate has successfully carried out from 01 January 2012 up to the deadline for the receipt of applications indicated under item 23 below, at least 2 projects, each of a minimum value of EUR 6 800 000 equivalent, related to the Supervision of large-scale highway/motorway/expressway construction works (supervision of rehabilitation projects shall not be considered). The submitted referenced should be either fully completed (the final payments done) or the Taking-Over Certificates issued.

- *Single entity: must meet requirement*
- *All partners combined: must meet requirement*
- *Each partner: must meet say at least 20% of the requirement*
- *One Partner: N/A*

(b) The candidate has successfully carried out from 01 January 2012 up to the deadline for the receipt of applications indicated under item 23 below, at least 1 projects for Supervision of large-scale highway/motorway/expressway construction works with a minimum construction value of EUR 180 000 000. The submitted referenced should be either fully completed (the final payments done) or the Taking-Over Certificates issued.

- *Single entity: must meet requirement*
- *All partners combined: must meet requirement*
- *Each partner: N/A*
- *One Partner: must meet requirement*

Note to candidates: The number of references, either in case of a JV or a single entity, to be provided must not exceed 15 for the entire application.

If more than 10 eligible candidates meet the above selection criteria, the relative strengths and weaknesses of the applications of these candidates must be reexamined to identify the eight best applications for the tender procedure. The only factors which will be taken into consideration during this re-examination are, in order of precedence:

- 1) The number of projects brought as reference which comply with the requirements of criterion 3(a) above.
- 2) The cumulated value of projects brought as reference which comply with the requirements of criterion 3(a) above.

PROVISIONAL TIMETABLE

20. Provisional date of Request for Proposals

June 2018

21. Provisional commencement date of the contract

November 2018

22. Initial period of implementation of tasks and possible extension of the contract

The initial period of execution of the contract shall be 62 months consisting of 2 months for design review, 36 months for construction supervision and 24 months for supervision during Defects Notification Period (DNP). This period may be extended, with the prior approval of the Contracting Authority.

APPLICATION

23. Deadline for receipt of applications

The applications must be received by the Contracting Authority no later than 16:00 hrs. local Georgian time on 19 July 2018. The applications shall be opened by the Contracting Authority no later than 16:15 hrs. local Georgian time on 19 July 2018. Any application received after this deadline will not be considered.

24. Application format and details to be provided

Applications must be submitted using the standard application form (available at http://www.georoad.ge/uploads/files/Application_form_en65.pdf), whose format and instructions must be strictly observed.

Any additional documentation (brochure, letter, etc) sent with an application will not be taken into consideration.

25. How applications may be submitted

Applications must be submitted in English exclusively to the Contracting Authority:

- EITHER by recorded delivery (official postal service) to:

Roads Department of the Ministry of Regional Development and Infrastructure of Georgia

Mr. Levan Kupatashvili, Deputy Chairman

Address Kazbegi ave. 12, 0160, Tbilisi, Georgia

• OR hand delivered (including courier services) to:

Roads Department of the Ministry of Regional Development and Infrastructure of Georgia

Mr. Levan Kupatashvili, Deputy Chairman

Address Kazbegi ave. 12, 0160, Tbilisi, Georgia

The Contract title and the Reference code (see item 1 above) must be clearly marked on the envelope containing the application and must always be mentioned in all subsequent correspondence with the Contracting Authority.

Applications submitted by any other means will not be considered.

26. Alteration or withdrawal of applications

Candidates may alter or withdraw their applications by written notification prior to the deadline for submission of applications. No application may be altered after this deadline. Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with Item

28. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

27. Operational language

All written communications for this tender procedure and contract must be in English.

28. Additional information

Clarification and Amendment of REOI

Contracting Authority may request a clarification on any of the REOI documents. Any request for clarification shall be sent in writing to the address indicated in Application.

At any time before the submission of REOI, the Contracting Authority may amend the REOI by issuing an addendum in writing. The addendum shall be sent to all Candidates. Candidates shall acknowledge receipt of all amendments. The Contracting Authority may, if the amendment is substantial, extend the deadline for the submission of Applications and give Candidates reasonable time in which to take an amendment into account in their Applications.

Opening of the Applications

The Contracting Authority shall open the Applications immediately after the deadline for their submission indicated in item 23.

Notification

The Contracting Authority shall notify those Candidates in writing, whose Applications were considered non responsive to the REOI, including a short summary of the relevant reasons for that decision.

Also, the Contracting Authority shall simultaneously notify those Candidates in writing, whose Applications were considered responsive to the REOI, including invitation to proceed with the next step of procurement, namely Request for Submission of Proposals.

EIB's Anti-Fraud policy

The Contracting Authority recommends the Candidates to pay attention to Anti-Fraud Policy, please refer to http://www.eib.org/attachments/strategies/anti_fraud_policy_20130917_en.pdf

Conflict of interest

The Bank requires that candidates, tenderers, contractors, suppliers or consultants participating in a award procedure or a contract under a Bank-financed project shall not have a conflict of interest.

Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest.

The Bank will not accept candidates or tenderers affected by a conflict of interest in the award procedure to benefit from EIB financing in relation to the contract to be awarded under the concerned procedure. The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should be allowed to present supporting evidence which might remove all suspicion of a conflict of interest.

Covenant of Integrity

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [specify the contract or tender invitation] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has

resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

In the event that we are awarded the Contract, we grant the Project Owner, the European Investment Bank (EIB) and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct includes

- Corrupt Practice is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- Fraudulent Practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- Coercive Practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
- Collusive Practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- Obstructive Practice is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of the EIB’s contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;
 - **Money Laundering** is defined in the Bank’s Anti-Fraud Policy
 - **Terrorist Financing** is defined in the Bank’s Anti-Fraud Policy
 - **Project Owner** means the person designated as such in the tender documents or the Contract.

Note: This Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in article 3.3.2). In other cases, it must be kept by the promoter and available upon request from the Bank. The Covenant is not mandatory for contracts awarded prior to Bank involvement in the project. Nevertheless, promoters who are seeking or may seek EIB involvement in a project are advised to include it in order to promote integrity among the tenderers/contractors. This is particularly relevant in the case of a promoter who has already implemented a number of previous Bank-financed projects and is considering further EIB financing.