

SERVICE PROCUREMENT NOTICE

Request for Expression of Interest (REOI)

CONSULTANCY SERVICES FOR THE SUPERVISION OF CONSTRUCTION/REHABILITATION WORKS FOR ROAD SAFETY IMPROVEMENT

Location: Georgia

1. Reference code (GTC/CS/QCBS-06)

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 (July 2024). The procedure will be conducted as per the EIB's Guide to Procurement version of 2024 aligned with the national law. In the event of any discrepancy between the national law and the EIB's Guide to Procurement, the EIB's Guide to Procurement shall prevail. 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.

A candidate with the most economically advantageous proposal (80% quality & 20% price) will be awarded the contract.

3. Programme

The program is Georgia Transport Connectivity I (A/B). It is a complimentary platform to continue supporting Georgia in reaching its international connectivity and local mobility objectives.

The aim of the Georgia Transport Connectivity (GTC) - Phase II - Georgia Road Safety Improvement Project is to improve road safety on the national roads network. Considering Georgia aspires to become a regional transport-transit hub at the center of East-West transit routes, the improvement of road safety on key high-risk corridors, located in the extended TEN-T networks will substantially contribute to the improvement of the regional integration while mitigating risks associated to road traffic.

The main output of the Project is to eliminate separate selected blackspots located along the extended TEN-T network in Georgia and improve the road safety. The main expected benefit is a decrease of road accidents in both number and severity. The civil works on the selected road sections (blackspots) will include specific physical safety improvements, complemented by awareness raising activities. The EIB through Neighbourhood Investment Platform (NIP) is funding to the Government of Georgia for the implementation of the road safety improvement project based on grant agreement N° FI: 97462 N° Serapis: 2016-0404 signed on June 3, 2024 in the amount of Euro 16 million.

4. Financing

The EIB through Neighbourhood Investment Platform (NIP) is funding to the Government of Georgia for the implementation of the road safety improvement project based on grant agreement N° FI: 97462 N° Serapis: 2016-0404 signed on June 3, 2024 in the amount of Euro 16 million.

5. Contracting Authority

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

Attn: Ms. Salome Tsurtsunia – Deputy Chairperson

Address: Kazbegi ave. 12 0160, Tbilisi, Georgia

Email: info@georoad.ge

cc: n.papunidi@gmail.com ; ana.gogs@gmail.com

6. Project Description

The Road Safety Improvement Project is to improve road safety on the national roads network. The main output of the Project is to eliminate separate selected blackspots located along the extended TEN-T network in Georgia and improve the road safety. The main expected benefit is a decrease of road accidents in both number and severity. The civil works on the selected road sections (blackspots) will include specific physical safety improvements, complemented by awareness raising activities. The Construction works will include the arrangement of road signs, horizontal road markings, metal guardrails, traffic lights in urban areas, roundabouts, safety islands, sidewalks and pedestrian crossings for the safety of pedestrians, as well as the rehabilitation of asphalt-concrete pavement and the arrangement of entrances and exits near bus stops. The project includes 28 selected blackspots located in all regions of Georgia. The project is financed under grant agreement signed June 03, 2024 through NIP.

CONTRACT SPECIFICATION

7. Nature of contract

Time-based

8. Scope of Contract

The Contracting Authority wishes to engage a consultant (the “Consultant”) to perform the role of Construction Supervisor and the Engineer in accordance with FIDIC Conditions of Contract (Green Book) or Project Manager in accordance with Small Works Contract under International Financial Institution standard documents. Construction works will include the arrangement of road signs, horizontal road markings, metal guardrails, traffic lights in urban areas, roundabouts, safety islands, sidewalks and pedestrian crossings for the safety of pedestrians, as well as the

rehabilitation of asphalt-concrete pavement and the arrangement of entrances and exits near bus stops.

The overall objectives of the Assignment are to:

- Ensure that the works are implemented on time, according to specifications and within the budget, in line with the Georgian legislation and regulations and as agreed with the financing authority; and
- Act as the Engineer under the FIDIC Conditions of Contract (Green Book) or Project Manager in accordance with Small Works Contract under International Financial Institution standard document works contracts.

9. Number and titles of lots

Not applicable.

10. Maximum budget

EUR 1 000 000 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 https://www.eib.org/attachments/lucalli/20240132_guide_to_procurement_for_projects_financed_by_the_eib_en.pdf

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

A firm may apply for prequalification both individually, and as part of a joint venture, or as a sub-consultant. If prequalified, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture or as a sub-consultant. Bids submitted in violation of this procedure will be rejected.

A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit its application for prequalification either individually, as joint venture or as a sub-consultant among them for the same contract. However, if prequalified only one prequalified applicant will be allowed to bid for the same contract. All bids submitted in violation of this procedure will be rejected.

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 item 24 below), to the effect that they are not in any of the exclusion situations listed therein.

The Grounds for Exclusion are:

Conflict of interest (please refer to EIB's definition on conflict of interest as per section 1.5 of EIB GtP);

Prohibited conduct (please refer to EIB Anti-Fraud Policy and EIB Exclusion Policy and EIB's definition of prohibited conduct as per the Covenant of Integrity).

<https://www.eib.org/en/publications/anti-fraud-policy>

<https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm>

EU sanctions - Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter.

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 item 19 below, 6 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 5.1 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 500 000 for each of the last three years (2021, 2022 and 2023 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 at least 25% of the required annual turnover (i.e. EUR 125 000) for each of the last three years;*
- *One partner: must meet at least 50% of the required annual turnover (i.e. EUR 250 000) for each of the last three years.*

2) **Pending Litigation** (based on item 5.1 of the application form). All pending litigation and arbitration if any, shall be treated as resolved against the Candidate and so shall in total not represent more than **fifty 50% %** percent of the Candidate's net worth calculated as the difference between total assets and total liabilities should be positive.

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

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

(a) General experience: The candidate shall show that its general experience in implementation of assignments in the supervision of road sector is not less than 10 years.

- *Single entity: must meet requirement;*
- *All partners combined: must meet requirement;*
- *Each partner: must meet at least 50% (must have a general experience in implementation of assignments in the supervision of road construction sector not less than 5 years);*
- *One Partner: must meet requirement.*

(b) The candidate has successfully carried out from 01 January 2017 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 800 000 equivalent, related to the Supervision of road safety improvement works implemented under FIDIC Conditions of Contract for Works or small works contract under IFIs. 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 requirement¹;*
- *Each partner: must meet at least 25% of the requirement (At least 2 projects, each of a minimum value of 25% of EUR 800 000 (i.e. EUR 200 000) equivalent.);*
- *One Partner: N/A.*

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.

¹ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member contributing to meeting the requirement shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

If more than 6 eligible candidates meet the above selection criteria, the relative strengths and weaknesses of the applications of these candidates must be reexamined to identify the six 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(b) above;
- 2) The cumulated value of projects brought as reference which comply with the requirements of criterion 3(b) above.

PROVISIONAL TIMETABLE

20. Provisional date of Request for Proposals

January 2025

21. Provisional commencement date of the contract

March 2025

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

The initial period of execution of the contract shall be 26 months mainly consisting of 12 months for construction supervision and 12 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 January 20, 2025. The applications shall be opened by the Contracting Authority no later than 16:15 hrs. local Georgian time on January 20, 2025. Any application received after this deadline will not be considered.

24. Application format and details to be provided

Interested candidates shall apply to the Contracting Authority (indicated in item 5 above) with an official letter requesting the provision of an Application Form (whose format and instructions must be strictly observed). At the same time, the candidates shall include in the letter their contact details (name of a contact person, email and a phone number, as a minimum) that will be used by the Contracting Authority during the distribution of clarifications, if any.

In addition to the application form, the candidates shall provide the dated and duly signed and sealed EIB Covenant of Integrity (CoI). In case of a JV/consortium, the CoI shall be provided by each member separately.

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

25. How applications or request for clarification may be submitted

Applications or request for clarification 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

Ms. Salome Tsurtssumia, Deputy Chairperson

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

Ms. Salome Tsurtssumia, Deputy Chairperson

Address Kazbegi ave. 12, 0160, Tbilisi, Georgia

OR the electronic² submission to:

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

Email: info@georoad.ge

cc: n.papunidi@gmail.com ana.gogs@gmail.com

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 25.

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

Opening of the Applications

² The electronic submission is allowed for the request for clarification propose, which will be responded within the reasonable time.

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

COVENANT OF INTEGRITY³

[Name of lead tenderer] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [name of the contract] managed by [name of promoter] (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct⁴ in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;⁵
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned⁶ by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned⁷ by the EU institutions or bodies, or any multilateral development bank,⁸ on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (if not applicable, please indicate not applicable in the table below):

Name of entity	Details of disclosure	Measures taken or to be taken

⁴ Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

⁵ EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

⁶ Including a fine or any other financial penalty, irrespective of whether paid yet or not.

⁷ Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

⁸ Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee]:

Name of recipient	Address	Reason	Amount

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will 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.

We grant the [name of promoter], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture bid, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Note: This Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in section 3.3.2). In other cases, it must be kept by the promoter and be made available, upon request, to the Bank.

ENVIRONMENTAL AND SOCIAL COVENANT

We, [name of lead tenderer], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for [name of the contract] managed by [name of the Contracting Authority] (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

Labour standards

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,⁹ and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB’s Environmental and Social Standards.¹⁰

We will require our subcontractors not to employ child labour or forced labour [and to cascade these requirements throughout their respective supply chains].¹¹ We shall:

- (i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
- (ii) keep complete and accurate records of employment of workers at the site.

[for **works** contracts, insert:

“Workers relations

⁹<https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

¹⁰ <https://www.eib.org/en/publications/eib-environmental-and-social-standards>

¹¹ Text between brackets to be added in case the Bank’s risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain.

We shall, in line with Standard 8 of the EIB's Environmental and Social Standards, [insert "have in place"/"develop and implement"] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to [name of the Contracting Authority], including on any corrective measures deemed necessary.”]

Occupational and public health, and safety and security

We shall:

- (i) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
- (ii) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [in the case of **goods, non-consulting services and works**, insert “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] International Labour Organization guidelines on occupational safety and management systems;¹²
- (iii) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;
- (iv) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;
- (v) provide qualified [emergency response/]first aid arrangements at all times;
- (vi) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;
- (vii) use security management arrangements that are consistent with international human rights standards and principles¹³ where such arrangements are required for the delivery of the Contract;

¹² http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang-en/index.htm

¹³ For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the_icoc).

- (viii) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;
- (ix) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

Protection of the environment

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. [in the case of **goods, non-consulting services and works**, insert “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document]¹⁴ and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]

Environmental and social performance

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any [in the case of **works**, insert “and submit [insert the periodicity as indicated in the Contract, if any] environmental and social monitoring reports to [insert name of the Contracting Authority]”]. [in the case of **contracts above the thresholds**¹⁵, insert “To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide [insert name of the Contracting Authority] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.”]

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

- (i) reassess, in consultation with [insert name of the Contracting Authority], any changes that may potentially cause negative environmental or social impacts;

¹⁴ For instance an environmental and social impact assessment and respective permits.

¹⁵ See section 3.4.1 of the guide for the thresholds.

(ii) provide [insert name of the Contracting Authority] with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and

(iii) in consultation with [insert name of the Contracting Authority], adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

[in the case of **goods, non-consulting services and works**, insert:

“Environmental and social staff

We shall facilitate [insert name of the Contracting Authority]’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.”]

[in the case of **contracts above the thresholds for goods, non-consulting services and works**, insert:

“Environmental and social management team

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to [insert name of the Contracting Authority] and to whom [insert name of the Contracting Authority] shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.”]

We accord [insert name of the Contracting Authority] and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Note to the promoter: This Environmental and Social Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in section 3.3.2). In other cases, it must be kept by the promoter and made available, upon request, to the Bank.

Note: **This signed and dated Covenant must be submitted to the Contracting Authority as a part of the application submission.**

29. Procurement-Related Complaints and Remedy Mechanism

Candidates should alert the Contracting Authority in writing, with a copy to the European Investment Bank to procurementcomplaints@eib.org, in case they should consider that certain clauses or provisions of the REOI might limit international competition or introduce an unfair advantage to some candidates.

If a Consultant wishes to make a procurement-related complaint related to the evaluation decision made by the Client, the Consultant shall submit its complaint following these procedures, in writing (Georgian as well as English languages) to:

For the attention: **Mr. Irakli Karseladze**

Title or position: **Minister**

Entity: Ministry of Regional Development and Infrastructure of Georgia (MRDI)

Address: 12 Kazbegi ave., 0160 Tbilisi, Georgia

The Complaint shall be in writing in Georgian Language accompanied by English translation. The written confirmation, e.g. Power of Attorney, authorizing the person to sign the complaint on behalf of the Consultant is also necessary. The timeframe for reviewing the complaint by MRDI is 1 month. In case of dissatisfaction in terms of MRDI's decision, it can be appealed within 1 month at the Administrative Collegium of Tbilisi City Court.