



Annex 2 – General Terms and Conditions

The General Terms and Conditions of this Invitation for EOI are as follows:

1. Ownership of this Invitation for EOI

This Invitation for EOI is and shall remain the property of GH Agri and may be used only for preparing an EOI submission in accordance with the terms of this Invitation.

2. Confidentiality

Each Respondent will treat all material received in this EOI process as confidential and must enter into a confidentiality agreement with GH Agri if so requested with the terms and conditions satisfactory to GH Agri. By making the submission of EOI under this Invitation for EOI, each Respondent unconditionally and irrevocably undertakes not to disclose any information, documents or materials obtained during this process without a prior written consent of GH Agri. Respondents must use the information/materials received during this EOI process solely for the purposes of preparation and submission of EOI.

3. Conflict of Interest

Respondents must disclose any actual or potential conflicts of interest and GH Agri retains the right to exclude/disqualify a Respondent if it fails to demonstrate, to the satisfaction of GH Agri, that it has adequately managed any such conflicts of interest. GH Agri may also disqualify the Respondent if the Respondent does not disclose conflicts of interest in accordance with this Clause 3 of the General Terms and Conditions.

4. Invitation for EOI is not a binding offer

This Invitation for EOI does not constitute a binding offer and does not create any legal rights or obligations (including any contract) for GH Agri or Respondents. For the avoidance of any doubt, this Invitation for EOI does not bind GH Agri to execute any agreement with any of the Respondents and does not create any liabilities for GH Agri whatsoever towards the Respondents or any other party under or in connection with this Invitation for EOI.

5. EOI documentation

This Invitation for EOI and the information contained in it are provided on the basis that it is not binding on GH Agri. GH Agri does not give any warranty or make any representation as to the completeness or accuracy of the information contained in this Invitation for EOI or any information and/or materials that may be provided in connection with it. A Respondent should not rely on any information contained in this EOI. Respondents must make their own inquiries as to the adequacy and completeness of any information contained in this Invitation for EOI.

6. Privacy

Respondents are bound by the Information Privacy Principles and confidentiality provisions set out in the relevant laws of Georgia, including the Law of Georgia on Personal Data Protection, where applicable, and any and all applicable code of practice with respect to any act done or practice engaged in by the Respondent in connection with this Invitation for EOI.

7. Intellectual Property Rights

Any intellectual property rights as may exist in this Invitation for EOI and any other documents provided to Respondents by or on behalf of GH Agri in connection with this Invitation for EOI are owned by (and will remain the property of) GH Agri.

8. Complaints about EOI process



Any complaints and/or disputes arising under or in connection with this Invitation for EOI or the EOI process itself shall be resolved between the parties amicably. The Respondent must submit to GH Agri its complaint in writing immediately upon the cause of the complaint arising or becoming known to the Respondent. The written complaint must set out: the basis for the complaint (specifying the issues involved); how the subject of the complaint (and the specific issues) affects the person or organization making the complaint; any relevant background information; and the outcome desired by the person or organization making the complaint. If relevant parties fail to reach an agreement, the parties may apply to the courts of Georgia of the respective jurisdiction to resolve the matter.

9. Disclosure of Response

GH Agri will not disclose the contents of a Response, except:

- a. as required by law; pursuant to a court order; for the purpose of investigations by the relevant investigation bodies or other government authorities having relevant jurisdiction in accordance with the laws of Georgia;
- b. to external consultants and advisers of GH Agri engaged to assist with this EOI process or any engagement resulting from this EOI process;
- c. as required to gain approval to proceed with any engagement resulting from this EOI process; or
- d. to the extent that general information from Respondents is required to be disclosed by government policy.

10. Use of Response

All Responses and EOIs submitted in accordance with this Invitation for EOI will become the property of GH Agri. Respondents will retain ownership of all intellectual property contained in the Responses and EOIs that has been produced by the Respondents. Each Respondent, by submission of its Response and EOI, is deemed to have licensed GH Agri to use and reproduce the whole, or any portion, of its Response and EOI for the purposes of enabling GH Agri to evaluate the Response and EOI.

11. Period of validity

All Responses and EOIs must remain valid for a minimum of 120 days from the Closing Date, unless withdrawn by the Respondents. The period of validity of a Response may be extended by mutual agreement in writing between GH Agri and the relevant Respondent.

12. Status of Response

Each Response/EOI constitutes and must be presented in a form which constitutes a non-binding proposal by the Respondent to GH Agri to deliver the Project required under this Invitation for EOI.

13 No conditional Responses

A Response/EOI must not be conditional. GH Agri may, in its discretion, disregard any Response/EOI that is, or is stated to be, subject to any condition.

14. Notice of non-compliance

Respondents must state if they will not comply with any of the requirements of this Invitation for EOI. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the Response/EOI. The Respondent will be deemed to comply with all parts of this Invitation for EOI unless the Respondent specifically states otherwise.

15. Alternative Response



Respondents may submit an alternative Response(s). An alternative Response will only be considered if the alternative Response is clearly identified as an “Alternative Response”. The alternative Response may depart from the requirements of this Invitation for EOI or deliver the Project in a manner different to that specified in this Invitation for EOI. Any alternative Response must set out full details of any non-compliance. An alternative Response should offer options or solutions which may, in an innovative and value for money way, contribute to the ability of GH Agri to deliver the Project in a more cost-effective manner. GH Agri may, in its discretion elect to consider any alternative Response.

16. Data Protection

GH Agri collects EOIs with the assumption (and by submission of EOI the Respondents confirm such assumption) that Respondents comply with any and all personal data protection regulations and requirements and have properly obtained consents from any physical person whose personal data is or will be processed during this EOI process by the Respondents or GH Agri.

17. Declarations of GH Agri in relation to EOI process

GH Agri hereby declares that (and by lodging an EOI, each Respondent accepts that):

- GH Agri will not pay or reimburse any costs or expenses incurred by any Respondent in preparing and submitting an EOI or in the negotiating with GH Agri in relation to an EOI under any circumstances. For the avoidance of any doubt, submission of EOI and required documentation under this Invitation for EOI shall be done by each Respondent at its own expense.
- GH Agri is not bound to accept or select any EOIs and/or enter into agreement with any of the Respondents and reserve the right to reject or refuse to consider any EOI for any reason whether or not made in conformity with this EOI process, to invite or re-advertise for further EOIs and to negotiate with any party as to the Project outside the terms of this Invitation for EOI. Acceptance of EOIs from the Respondent does not create obligations of GH Agri towards the Respondent. GH Agri is not obligated to provide to any Respondent a detailed and/or grounded clarification as to why any particular EOI was or was not selected. Evaluation and selection of EOIs are made by GH Agri at its sole discretion taking into account all aspects of submitted EOIs.
- GH Agri reserves the right to seek clarification or further information in relation to any EOI.
- GH Agri reserves the right to modify at any time the selection process, procedures and terms and conditions set out in this Invitation for EOI or the Project including the structure and timing, or to elect not to proceed with the selection process or the Project at any time and will not be liable for any loss or damage suffered by any Respondent as a result.
- GH Agri reserve the right to publish or disclose the names of successful and/or any other Respondents and to publish or disclose the terms of any contract entered into with such Respondents, subject to any information GH Agri agrees to keep confidential.
- No Respondent may influence or attempt to influence any person or persons involved in the assessment and selection of a successful Respondent other than by preparing and lodging an EOI in accordance with this Invitation for EOI;
- No Respondent may collude with any other party in relation to this EOI process; and
- Each Respondent agrees not to employ any staff, contractors or consultants of GH AGRI during the EOI process without a prior written consent of GH AGRI. Where a Respondent breaches this requirement, they may be disqualified from the EOI process.

18. Reservation of Rights

GH Agri reserves the right in their discretion to:

- a. accept, reject or refuse to consider any Response;
- b. negotiate with any person who is not a Respondent and enter into an agreement with any person on such terms as GH Agri in its discretion accept (without notifying any Respondent);
- c. withdraw, suspend or terminate this Invitation for EOI or part thereof;
- d. change the structure and timing of this Invitation for EOI and notify Respondents of such changes.



GH Agri reserves the right to terminate this Invitation for EOI at any time and, following termination of this EOI process, GH Agri may negotiate directly with any party they choose at their discretion. GH Agri may also undertake the Project or any aspect of the Project that forms the subject of this Invitation for EOI themselves.

19. Selection Process

GH Agri may, in its discretion and at any stage of the evaluation process, give notice to one or more Respondents that it wishes to:

- a. Shortlist one or more Respondents and invite proposals from those Respondents for the Project, part thereof or any similar or related Project, to the extent permitted under the mandatory provisions of the relevant laws of Georgia;
- b. Elect to engage in detailed discussions and negotiations with any one or more Respondent (with or without short listing any);
- c. Invite one or more Respondents to give a presentation to GH Agri in relation to their Response/EOI;
- d. Reject any or all of the Response(s) or disqualify a Respondent (without giving reasons for so doing);
- e. Accept a Response (or any part or parts thereof) received after the Closing Date;
- f. Cease, suspend or defer this EOI process or any other EOI process for the Project;
- g. Terminate the participation of any Respondent in the transaction process subject of this Invitation for EOI;
- h. Call for bids from new Respondents or call for new tenders for the Project (as the context requires) should it discontinue the EOI Phase ;
- i. Proceed with the EOI for the works or services (as the context requires) by an arrangement other than that proposed by this Invitation for EOI.

GH Agri may rely on any and all information/materials submitted by a Respondent (including earlier submissions and information provided as the result of any of the processes set out above). No additional weighting will be given in the evaluation process to any information provided by a Respondent as a result of any of the processes set out above.

20. GH AGRI employees and internal contractors

In considering a request for consent, GH AGRI may require a Respondent to demonstrate to the satisfaction of GH AGRI that the Respondent has implemented measures to ensure that the Respondent will not be provided with an unfair advantage in this EOI process by the involvement of the Former Employee and to implement separation protocols.

GH AGRI reserves the right to exclude any Respondent from participation in this EOI process for any breach of this condition.

21. DISCLAIMER

GH Agri gives notice that (and by lodging an EOI) each Respondent accepts that:

- a. By accessing this Invitation for EOI, each Respondent acknowledges that it has read, understood and accepted the terms and conditions of this Invitation for EOI, including these General Terms and Conditions and of this disclaimer. If the Respondent does not accept these terms, it must immediately return this Invitation for EOI to GH Agri.
- b. All descriptions, dimensions, references to conditions, statements, estimates and projections contained in this Invitation for EOI are given in good faith and, although believed to be correct at the time of issue, may or may not be complete and accurate. This Invitation for EOI does not purport to contain all the information each Respondent may require.
- c. Each Respondent must conduct its own independent investigation and analysis and rely solely on its own enquiries and inspections as to the significance, adequacy, accuracy, currency, reliability and completeness of the Information and obtain independent advice from appropriate sources.
- d. Neither GH Agri nor their employees or consultants have verified the significance, adequacy, accuracy, currency, reliability or completeness of any of the Information, including any estimates or projections.



Accordingly, GH Agri and their employees and consultants make no representation or warranty as to the significance, adequacy, accuracy, currency, reliability or completeness of the Information.

e. To the extent permitted by law, neither GH Agri nor their Employees shall be liable to any Respondent or Respondent's Participant or any other person for any loss, expense, damage or other liability which may arise from or be incurred or suffered as a result of anything contained in (or omitted from) this Invitation for EOI, and GH Agri expressly disclaims any and all liability relating to or resulting from the use of such information by any Respondent in the preparation of a Submission.

22. Governing Law

The Respondent must comply with all relevant laws in preparing and lodging its Response/EOI and in taking part in this EOI process.

This Invitation for EOI and EOI process shall be governed by the laws of Georgia and by submitting a Response/EOI, each Respondent irrevocably submits to the non-exclusive jurisdiction of the courts of Georgia.