**INVITATION FOR TENDER**

**Ukraine**

**«Energy efficiency in public buildings in the city of Lutsk»**

**INVITATION FOR TENDER**

***Development of design and estimate documentation, supply and installation-dismantling of all necessary equipment and materials for thorough repairs of the following objects: the communal institution "Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool"; Palace of Student Youth, building 1 in the City of Lutsk; Palace of Student Youth, building 2 in the City of Lutsk; communal institution "Lutsk Art School"; Communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena"***

***This Invitation for Tender follows the General Procurement Notice for this project which was published on the NEFCO website, Procurement Notices (***[***http://www.nefco.org/how\_to\_work/procurement\_notices) on***](http://www.nefco.org/how_to_work/procurement_notices)%20on) ***August 07, 2018 year.***

***Capital Construction Department of the Lutsk City Council*** hereinafter referred to as “the Employer”, intends to use part of the proceeds of a loan from the Nordic Environment Finance Corporation (NEFCO) towards the cost of the project “Energy efficiency of public buildings of Lutsk city”.

The Employer now invites tenders from Contractors for the following contract to be funded from part of the proceeds of the loan:

***"Thorough repair of the communal institution" Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A in Lutsk city"***- development design and estimate documentation;  
- supply, installation of insulation materials for the insulation of the facade and walls of the basement;  
- delivery and installation of energy-efficient reinforced-plastic doors;  
- delivery and installation of energy-efficient reinforced-plastic windows;  
- insulation of the roof;  
- ventilation repair;  
- restoration of terrace steps;  
- restoration of blind area;  
- arrangement of a parapet;  
- renovation or replacement of window sills.

***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., 18, Lutsk city***

- development of design and estimate documentation;  
- supplies, installation of insulation materials for insulation of walls and base;  
- delivery and installation of energy-efficient reinforced-plastic doors and windows;  
- arrangement of a parapet;  
- restoration of external terrace steps;  
- insulation of the roof of type 1 "is compatible with the overlap";  
- restoration of blind area;  
- extension of the ventilation channels.

***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., 18, Lutsk city***

- development of design and estimate documentation;

- delivery and installation of energy-efficient reinforced-plastic doors and windows;

- roof insulation;  
- extension of the ventilation channels and parapet.

***“Thorough repair of the communal institution "Lutsk Art School", Veteraniv str.4, Lutsk city***

− development of design and estimate documentation;  
− supply, installation of insulation materials for the insulation of the facade and walls of the basement;  
− supply and installation of energy-efficient reinforced-plastic windows and doors;  
− insulation of the roof type 1 "is compatible with the overlap";  
− internal finishing works in the places of replacing windows, doors (slopes, window sills);  
− restoration in places of destruction (walls of terrace steps);  
− restoration of defects;  
− arrangement of roof overhand above the entrances;  
− arrangement of terrace steps;  
− reinforcement of metal bulks;  
− dismantling elements of the "cold bridges".

***“Thorough repair of the communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13, Lutsk city***

− development of design and estimate documentation;  
− supply, installation of insulation materials for the insulation of the facade and walls of the basement;  
− supply and installation of energy-efficient reinforced-plastic windows;

− roof insulation;  
− supply and installation of energy-efficient reinforced-plastic doors;

− restoration of defects;

internal finishing works in places of replacement of windows, doors (slopes, window sills);  
− replacement of window sills;

− dismantling elements of the "cold bridges".

To be qualified for the award of a contract, tenderers must satisfy the following minimum criteria:

* the Tenderer, has the financial, technical and production capability and capacity necessary to perform the Contract, and Tenderer’s average annual turnover over the last **three (3) years** exceeded 1,800,000 EUR equivalent . In case of tender submitted by JVCA, the leading partner should demonstrate at least 50% compliance with the requirement;
* Experience as Contractor, in at least ***three (3)*** contracts within the last ***five (5)*** years, that have been successfully and substantially completed and that are similar to the scope and tentative price of the proposed Plant and Related Works;
* the Tenderer or its agent will be able to carry out warranty obligations;
* the Tenderer is not bankrupt or under bankruptcy procedures according to the national legislation or regulations;
* in the case of a Tenderer offering to supply plant under the Contract which the Tenderer does not manufacture or otherwise produce, the Tenderer has been duly authorised by the plant’s manufacturer or producer to supply the plants in the Purchaser’s country.

In preparation of their offers, the Tenderers should take into account that the works in this contract will tentatively start on ***31.05.2019*** and end on ***25.11.2019.***

Tender documents, upon request from prospective tenderer, will be sent by email free of charge in electronic format (PDF file). If requested, the documents will be sent by Employer to Tenderer on terms and conditions agreed by the two*.*

All tenders must be accompanied by a tender security in the in the form of tender-securing declaration whose form is provided in Tender Document. The purpose of tender security is to ensure the tenderers are serious about their participation, irrespective of the contract size.

The winning tenderer will have to provide performance security from a reputable bank acceptable to NEFCO.

Tender proposals must be sent to the address below on or before ***11:00 AM, 25.04.2019***, after which they will be opened in the presence of those representatives of the Tenderers who will be willing to be present at the opening.

Pre-tender meeting of Tenderers with the Employer for visiting the project site and discussion of technical and logistical issues will be held on ***18.03.2019 at 11:00 AM*** at the address Volyn region, Lutsk, Bohdana Khmelnytskoho str, 19, 2nd floor, office 206.

Prospective tenderers may obtain further information from, and also inspect and acquire the tender documents at, the following office:

**Leonid Karaban – Head of the Capital Construction Department**

**Customer: Capital Construction Department of the Lutsk City Council**

**Bohdana Khmelnytskoho str, 19, 2nd floor, office 206, Volyn region, Lutsk**

**Tel: +38 (03322)724956  
 Fax: +38 (03322)723148  
 e-mail**[**ukb@lutskrada.gov.ua**](mailto:ukb@lutskrada.gov.ua)

Date: 07.03.19

**Tender Document for**

**Procurement of Plant**

**and Related Works**

**Procurement of:**

***Development of design and estimate documentation, supply and assembly-dismantling of all necessary equipment and materials for thorough repairs of the following objects: the communal institution "Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool"; Palace of Student Youth, building 1 in the City of Lutsk; Palace of Student Youth, building 2 in the City of Lutsk; communal institution "Lutsk Art School"; Communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena".***

**Issued on: Capital Construction Department of the Lutsk City Council**

**Tender No: LTS-1**

**Employer: Capital Construction Department of the Lutsk City Council**

**Country:** Ukraine

**Tender Document**

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| Section I. Instructions to Tenderers |

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|  | | | 1. General |
| 1. Scope of Tender | | | 1.1 The Employer, ***Capital Construction Department of the Lutsk City Council,*** issues this Tender Document for the procurement of  ***"Thorough repair of the communal institution" Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A in Lutsk city"*** - development design and estimate documentation; - supply, installation of insulation materials for the insulation of the facade and walls of the basement; - delivery and installation of energy-efficient reinforced-plastic doors; - delivery and installation of energy-efficient reinforced-plastic windows; - insulation of the roof; - ventilation repair; - restoration of terrace steps; - restoration of blind area; - arrangement of a parapet; - renovation or replacement of window sills.  ***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., Lutsk city***  - development of design and estimate documentation; - supplies, installation of insulation materials for insulation of walls and a base; - delivery and installation of energy-efficient reinforced-plastic doors and windows; - arrangement of a parapet; - restoration of external terrace steps; - insulation of the roof of type 1 "is compatible with the overlap"; - restoration of blind area; - extension of the ventilation channels.  ***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., Lutsk city***  - development of design and estimate documentation;  - delivery and installation of energy-efficient reinforced-plastic doors and windows;  - roof insulation; - extension of the ventilation channels and parapet.  ***“Thorough repair of the communal institution "Lutsk Art School", Veteraniv str.4, Lutsk city***  − development of design and estimate documentation; − supply, installation of insulation materials for the insulation of the facade and walls of the basement; − supply and installation of energy-efficient reinforced-plastic windows and doors; − insulation of the roof type 1 "is compatible with the overlap"; − internal finishing works in the places of replacing windows, doors (slopes, window sills); − restoration in places of destruction (walls of ganks); − restoration of defects; − arrangement of canopies above the entrances; − making terrace steps; − reinforcement of metal balks; − dismantling elements of the "cold bridges".  ***“Thorough repair of the communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13, Lutsk city***  − development of design and estimate documentation; − supply, installation of insulation materials for the insulation of the facade and walls of the basement; − supply and installation of energy-efficient reinforced-plastic windows;  − roof insulation; − supply and installation of energy-efficient reinforced-plastic doors;  − restoration of defects; −internal finishing works in places of replacement of windows, doors (slopes, window sills); − replacement of window sills;  − dismantling elements of the "cold bridges", as specified in Section IV, Employer’s Requirements. |
|  | | | 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section V, General Conditions of Contract. |
| 1. Source of Funds | | | * 1. The Borrower or Recipient ***Lutsk City Council*** (hereinafter called the “Borrower”) of the Nordic Environment Finance Corporation’s (hereinafter called “the NEFCO”) financing, ***Lutsk City Council,*** requested funding toward the cost of the project **“*Energy efficiency in public buildings of Lutsk city”***. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued. |
|  | | | * 1. Payments by NEFCO will be made only at the request of the Borrower and upon approval by NEFCO in accordance with the terms and conditions of the financing agreement between the Borrower and NEFCO (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that agreement. |
| 1. Prohibited Practices | | | 3.1 NEFCO requires that Borrowers, as well as Tenderers, suppliers, subsuppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants under NEFCO financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, NEFCO:  (a) defines, for the purposes of this provision, Prohibited Practices as one or more of the following: “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;“fraudulent practice” means 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” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and (v) “theft” means the misappropriation of property belonging to another party.  (b) will reject a proposal for award if it determines that the Tenderer, supplier, subsupplier, contractor, subcontractor, concessionaire, consultant or subconsultant recommended for award has engaged in Prohibited Practices in competing for the contract in question;  (c) will cancel the portion of NEFCO financing allocated to a contract for Plant & Equipment, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the NEFCO financing during the procurement or the execution of that contract, without the Borrower or the beneficiary of NEFCO financing having taken timely and appropriate action satisfactory to NEFCO to remedy the situation;  (d) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a NEFCO-financed contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a NEFCO-financed contract; and  (e) reserves the right, where a Borrower, a beneficiary of the NEFCO financing or a firm has been found by the final judgement of a judicial process in its country or a finding by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions, to have engaged in Prohibited Practices.  (i) to cancel all or part of the NEFCO financing for such Borrower or beneficiary of the NEFCO financing; and  (ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a NEFCO-financed contract; and  f) will have the right to require that, in contracts financed by NEFCO, a provision be included requiring suppliers, subsuppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants to permit NEFCO to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by NEFCO. |
|  | | | 3.2 Furthermore, Tenderers shall be aware of the provisions stated in Section V and VI, General and Particular Conditions of Contract. |
| 1. Eligible Tenderers | | | * 1. A Tenderer may be a natural person, private entity, government-owned entity—subject to Instructions to Tenderers (hereinafter referred to as “ITT”) 4.3 - or any combination of such entities in the form of a joint venture, consortium, or association (JVCA). In the case of JVCA:  all partners shall be jointly and severally liable, andthe JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during contract execution. |
|  | | | * 1. NEFCO permits firms and individuals from all countries to offer Plant, Works and Services for NEFCO.   Consistent with international law, the proceeds of the NEFCO’s loans, equity investment or guarantees shall not be used for payment to persons or entities or for any import of Plant, if such payment or import is prohibited by EU sanctions and a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Persons or entities, or Contractors offering Plant and Works, covered by such prohibition should therefore not be eligible for the award of NEFCO-financed contracts.   * 1. A Tenderer shall not have a conflict of interest, as defined in sub-cause 3.26 of the NEFCO’s Procurement Guidelines. All Tenderers found to have a conflict of interest shall be disqualified.   2. Firms shall be excluded if:  1. as a matter of law or official regulation, the Recipient’s country prohibits commercial relations with that country or imposes sanctions on such firms, provided that NEFCO is satisfied that such exclusion does not preclude effective competition; or 2. a firm or individuals representing the firm are subject to EU economic sanctions, as published in the Official Journal of European Union. |
| 1. Eligible Plant and Related Works | | | * 1. All Plant and Works to be supplied under the Contract and financed by NEFCO, shall have as their country of origin an eligible country in accordance with ITT 4.2. |
|  | | | 1. Preparation of Tenders |
| 1. Cost of Tendering | | | * 1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.   2. A prospective Tenderer requiring any clarification of the Tender Document shall contact the Employer in writing by sending his written request to the address ***Leonid Karaban,*** ***Volyn region, Lutsk, Bohdana Khmelnytskoho str, 19, 2nd floor, office 206***. The Employer will respond to any request for clarification, provided that such request is received prior to ***22.03.2019***, within the workweek. The Employer response shall be in writing with copies to all Tenderers who have received the Tender Document, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so.   3. The Tenderer may visit and examine the project site and obtain for itself all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the site shall be at the Tenderer’s own expense. A Tenderer wishing to visit the project site must coordinate its visit with the Employer beforehand. |
| 1. Language of Tender | | | * 1. Tenders from foreign companies should be prepared in English with translation in Ukrainian. Tenders from Ukrainian companies should be prepared in Ukrainian with translation in English. The supporting documents not need to be translated. |
| 1. Documents Comprising the Tender | | | 8.1 The Tender shall comprise the following:   1. letter of Tender in a form furnished in Section III; 2. completed Price Schedules as provided in Section III, Tender Forms; 3. tender-securing declaration, in accordance with ITT 15; |
|  | | | 1. written confirmation authorising the signatory of the Tender to commit the Tenderer; 2. documentary evidence establishing the eligibility of the Plant and Works offered by the tenderer in accordance with clause 13 of ITT; 3. documentary evidence establishing the Tenderer’s qualifications in accordance with the requirements of Section II, Evaluation and Qualification Criteria, using the relevant forms furnished in Section III, Tender Forms; 4. documentary evidence, establishing the conformity of the Plant and Works offered by the Tenderer with the Tender Document, using the relevant forms furnished in Section III, Tender Forms; 5. in the case of a tender submitted by a Joint Venture, Consortium or Association (JVCA), the JVCA agreement, complying with the requirements of Clause 4 of ITT and indicating at least the parts of the Employer’s Requirements to be executed by the respective partners. |
| 1. Tender Prices and Discounts | | | * 1. The prices quoted by the Tenderer in the Letter of Tender and in the Price Schedules shall be fixed.   2. Notwithstanding with any other provision in this tender documentation the Plant to be supplied from outside Ukraine shall be delivered DDP at Site, Incoterms 2010 and the Plant to be supplied from Ukraine shall be delivered at Site. The tenderer shall quote the price of the goods the following way:  1. For plant delivered from outside of Ukraine tender price shall be DDP at Site; 2. For plant delivered from inside Ukraine tender price shall be – delivered at Site**.**   Site is located in Ukraine, ***"Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A, Lutsk, “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., 18, Lutsk, “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., 18, Lutsk, "Lutsk Art School", Veteraniv str.4, Lutsk, "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13 Lutsk.*** |
| 1. Related Works | | | * 1. The Related Works are:   Site Works, including, preparation of installation drawings, arrival inspection, installation, decommissioning of the equipment to be replaced, putting installed equipment into operation, commissioning of Plant to the Employer, and other works required by the Technical Specifications and Price Schedules.  Price of the Related Works including travelling, daily allowance, accommodation and other related side costs shall be included in the tender. |
| 1. Currencies of Tender | | | * 1. All prices quoted by tenderers shall be in Euro. Payments in the contract will be made in Hryvnia at the official exchange rate of National Bank of Ukraine on the date of payment. |
| 1. Documents  Establishing the Qualifications of the Tenderer | | | * 1. To establish its qualifications to perform the Contract, the Tenderer shall provide the information requested in Section III, Tender Forms. |
| * 1. The Tenderer shall submit the Manufacturer’s Authorisation, using the form included in Section IІІ, Tender Forms where the Tenderer does not manufacture or produce the Plant it offers to supply. |
| * 1. The Tenderer shall submit evidence that it will be represented by an Agent in the country, equipped and able to carry out the Contractor’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and Employer’s Requirements, where a Tenderer does not conduct business within the Employer’s Country. |
|  |
| 1. Documents Establishing the Eligibility of Plant and Works | | | * 1. To establish the eligibility of the Plant and Works, Tenderers shall complete the forms, included in Section IІІ, Tender Forms.   13.2 The Tenderer must provide the following documentary evidence to establish the conformity of the Plant and Works:  The documentary evidence of the Plant’s and Works’ conformity to the tender documents may be in the form of literature, drawings and data, and shall consist of:  (a) a detailed description of the essential technical and performance characteristics of the Plant and Works;  (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Plant for a period of 3years, following commencement of the use of the Plant by the Employer; and  (c) a paragraph-by-paragraph commentary on the Employer’s Requirements demonstrating substantial responsiveness of the Plant and Works to those specifications or a statement of deviations and exceptions to the provisions of the Employer’s Requirements**.** |
| 1. Validity of Tenders | | | * 1. Tenders shall remain valid **120** days after the tender submission deadline date. A tender valid for a shorter period shall be rejected as nonresponsive. |
| 1. Tender Security | | | * 1. The Tenderer shall furnish as part of its tender, the original of a tender-securing declaration using the form included in Section III, Tender Forms.   2. Any Tender not accompanied by a substantially responsive tender-securing declaration shall be rejected by the Employer as nonresponsive. |
| 1. Format and Signing of Tender | | | * 1. The Tenderer shall prepare one original of the documents comprising the tender and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit **3** copies of the tender and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.   In addition, the Tenderer shall include into its Tender an electronic copy of its complete Tender in a form of the scanned document in a PDF format on CD ROM or flash memory stick. |
|  | | | * 1. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall be confirmed by the Tenderer’s statutory documents attached to the tender. |
|  | | | * 1. A Tender submitted by a JVCA shall comply with the following requirements: |
|  | | | (a) It shall be signed so as to be legally binding on all partners; and |
|  | | | (b) Include the Representative’s authorisation, consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA. |
|  | | | 1. Submission and Opening of Tenders |
| 1. Submission and Marking of Tenders | | | * 1. Tenderers may always submit their Tenders by mail or by hand. Procedures for submission, sealing and marking are as follows: |
|  | | | * + 1. Tenderers submitting Tenders by mail or by hand shall enclose the original and copies of the Tender in separate sealed envelopes.     2. Address of Employer: Volyn region, Lutsk, Bohdana Khmelnytskoho str, 19, 2nd floor, office 206 |
|  | | | * 1. The inner and outer envelopes shall:      1. bear the name and address of the Tenderer;      2. be addressed to the Employer;      3. bear the specific identification of this Tendering process pursuant to ITT 1.1; and |
|  | | | * + 1. bear a warning: “Do not open before *11:00, 25.04.2019*” |
|  | | | * 1. If envelopes and packages are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. |
| 1. Deadline for Submission of Tenders | | | * 1. Tenders must be received by the Employer at the address and no later than ***11:00, 25.04.19.*** |
| 1. Tender Opening | | | * 1. The Employer shall conduct the Tender opening in public, in the presence of Tenderers` designated representatives (as well as anyone else) that choose to attend, and at the address specified in 17.1(b) above immediately after deadline specified for submission of tenders in 18.1 above. |
|  | | | 1. Examination of Tenders |
| 1. Confidentiality | | | * 1. Information relating to the evaluation of Tenders shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers. |
|  | | | * 1. Any attempt by a Tenderer to influence improperly the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender. |
|  | | | * 1. Notwithstanding ITT 20.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it should do so in writing. |
| 1. Clarification of Tenders | | | * 1. The Employer may, at its discretion, ask any Tenderer for a clarification of its Tender, to be provided within **5 (five)** days. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders. |
|  | | | * 1. If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, its Tender may be rejected. |
| 1. Determination of Responsiveness | * 1. The Employer’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT8. |
|  | * 1. A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission. |
|  | (a) “Deviation” is a departure from the requirements specified in the Tender Document; |
|  | (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; I |
|  | (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document. |
|  | * 1. A material deviation, reservation, or omission is one that, |
|  | (a) if accepted, would: |
|  | (i) affect in any substantial way the scope, quality, or performance of the Employer’s Requirements as specified in Section V; or |
|  | (ii) limit in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or |
|  | (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. |
|  | * 1. If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
|  | * 1. Provided that a Tender is substantially responsive, the Employer may waive any quantifiable nonconformity in the Tender that does not constitute a material deviation, reservation or omission. . The cost of all quantifiable deviations or omissions shall be added to the tender price in question. A reasonable estimate of the cost will be made by the Employer, taking into consideration the corresponding tender prices of other responsive tenderers or other appropriate market prices. Such costs will be at the Employer’s sole discretion. A Tenderer will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions. |
|  | * 1. Provided that a Tender is substantially responsive, the Employer may request the Tenderer to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender. Requested information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender. |
|  | | | * 1. Tender Evaluation and Comparison |
| 23. Evaluation and Correction of Mathematical Errors | | | 23.1 The Employer shall use the criteria and methodologies indicated in Section II, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| |  | | --- | | 23.2 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors as indicated in Section II. Evaluation and Qualification Criteria. | | 23.3 If a Tenderer does not accept the correction of errors, its Tender shall be declared non-responsive. | |
| 23.4 Tender evaluation and comparison and a subsequent contract award shall be carried out in line with NEFCO’s Tender Evaluation Guide. |
| 1. **Tender Adjustments** | | | 24.1 For the evaluation and comparison purposes the Employer shall adjust the Tender prices using the methodology specified in Sub-clause 22.5 ITT above. |
| 1. **Qualification of the Tenderer** | | | 25.1 The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section II, Evaluation and Qualification Criteria. |
| |  |  | | --- | --- | | 1. Employer ’s right to accept or reject any or all Tenders | 33.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. | | | | 26.1 The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. |
|  | | | * 1. **Award Criteria** |
| 1. Award Criteria | | | 27.1 The Employer will award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. |
|  | | |  |
| |  |  | | --- | --- | | 1. Variation of quantities at time of award | 33.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. | | | | 28.1 The Employer reserves the right at the time of award of the contract to increase or decrease the scope of supply specified in the schedule of requirements up to **20%** percent, without any change in the unit rates or prices for goods or services or other terms and conditions. |
| 1. **Notification of Award** | | 29.1 Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted. |
|  | | 29.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. |
|  | | 29.3 At the same time, the Employer shall also notify all other Tenderers of the results of the Tendering, identifying the name of the winning Tenderer and the price it offered. After receiving this notification, the unsuccessful Tenderers may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Tenders were not selected. The Employer shall promptly respond in writing to any unsuccessful Tenderer who requests a debriefing. |
| 1. **Signing of Contract** | | 30.1 Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement. |
|  | | 30.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer. |
|  | | 30.3 Upon the successful Tenderer’s furnishing of the signed Contract Agreement and Performance Security pursuant to ITT 29, the Employer will discharge its Tender Security (if Tender security is required according to clause 15). |
| 1. **Performance Security** | | 31.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security in accordance with the conditions of contract. |
|  | | 31.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Employer may award the Contract to the next lowest evaluated Tenderer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. |
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| Section II. Evaluation and Qualification Criteria | | | | | |
| **Evaluation Criteria and Methodology** | | | | | |
|  | | The evaluation of Tenders and the correction of arithmetical errors shall be undertaken by the Employer in accordance with the following methodology: | | | |
| **1)** | | **Discounts** | | | |
|  | | The Employer will adjust the Tender Price, using the methodology prescribed by the Tenderer in its Letter of Tender, to take account of the Discounts offered by the Tenderer as read out during the Tender Opening.  In the event of any ambiguity in the Tenderer’s methodology, the benefit of the doubt shall be given to the Employer. If a Tenderer does not accept the Employer’s determination, its tender shall be declared non-responsive. | | | |
| **2)** | | **Correction of Mathematical Errors** | | | |
|  | | (a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; | | | |
|  | | (b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; | | | |
|  | | (c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and | | | |
|  | | (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. | | | |
| **4)** | | **Detailed Evaluation** | | | |
|  | | Following the completion of 1) and 2) above, the Employer shall subject only the lowest priced tender to a detailed evaluation to determine whether the tender is substantially responsive to the tender documents in accordance with the provisions of Clause 22 ITT. In doing so, the Employer shall follow the procedure described in NEFCO’s Tender Evaluation Guide. |
| **5)** | | **Reassessment of Tender Ranking** |
|  | | In the event that the lowest priced tender is determined to be substantially responsive in accordance with the provisions of Clause 22 ITT, the Employer shall establish whether it contains a quantifiable deviation or omission in accordance with Sub-clause 22.5 ITT and whether after adding the cost of the deviation to the evaluated tender price it remains the lowest priced tender. If not, then the Employer shall subject the second lowest tender to detailed evaluation as well. |
| **6)** | | **Establishing the Qualification** |
|  | | In the event that the lowest priced tender is determined to be substantially responsive in accordance with the provisions of Clause 22 ITT, the Employer shall establish whether the Tenderer is qualified to perform the Contract in accordance with the provisions of Section B: Qualification Criteria below. If the Tenderer is determined to be qualified to perform the Contract in accordance with Sub-clause 26.1 ITT the Tenderer shall be determined as eligible for Contract award. |
| **7)** | | **Recurring Evaluation** |
|  | | In the event that the Tenderer that has submitted the lowest tender price or the lowest evaluated tender price in accordance with the above is not determined to be qualified to perform the Contract in accordance with Sub-clause 26.1 ITT, the tender shall be rejected and the Employer shall make a similar determination with regard to the second ranked Tenderer and so forth. |
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| **Qualification Criteria** | |
| **3** | To be qualified for contract award, the Tenderer must demonstrate to the Employer that it substantially satisfies the requirements regarding eligibility, experience, equipment, financial position and litigation history, specified below: | |

1. the Tenderer, has the financial, technical and production capability and capacity necessary to perform the Contract, and Tenderer’s average turnover over the last **three (3) years** exceeded ***1,800,000 EUR*** equivalent. In case of tender submitted by JVCA, the leading partner should demonstrate at least 50% compliance with the requirement;
2. Experience as Contractor, in at least ***three (3)*** contracts within the last ***five (5)*** years, that have been successfully and substantially completed and that are similar to the scope and tentative price of the proposed Plant and Related Works;
3. The Tenderer shall submit evidence that it will be represented by an Agent in the country, equipped and able to carry out the Contractor’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and Employer’s Requirements, where a Tenderer does not conduct business within the Employer’s Country;
4. The Tenderer (each partner of JVCA) is not bankrupt or under bankruptcy procedures according to the national legislation or regulations;

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| Section III. Tender Forms |
| Letter of Tender |

***Note for Tenderers:*** *The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer’s complete name and address. All text within square brackets [ ] is for guidance in preparing this form and shall be deleted by the Tenderer from the final document.*

Date:

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, the undersigned, declare that:

1. We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers;
2. We visited, inspected and carried out the necessary measurements at the project (their) object (s) and formed their Tender proposal with an understanding of the volumes, technical parameters and features of the necessary equipment and related work to be procured.
3. We offer to supply, in conformity with the Tender Document, the following Plant and Related Works:………………………………………………………………….
4. (d) The total price of our Tender, excluding any discounts offered in item (d) below is: …………………………………………………………………………………………
5. The discounts offered and the methodology for their application are: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………
6. Our tender shall be valid for the period …….[*insert validity period as specified in ITT*] days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
7. If our tender is accepted, we commit to furnish a performance security, if it is required, in accordance with the Tender Document;
8. Our firm, including any subcontractors or suppliers and subsuppliers for any part of the Contract, have nationalities from eligible countries
9. We, including any subcontractors or suppliers and subsuppliers for any part of the Contract have no conflict of interest;
10. We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process;
11. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers and subsuppliers for any part of the contract—have not been declared ineligible by the NEFCO, under the Purchaser’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
12. We are not a government-owned entity;
13. We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
14. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

|  |  |
| --- | --- |
| **Name:** |  |
| **In the capacity of:** |  |
| **Signed:** |  |
| **Duly authorised to sign the Tender for and on behalf of:** |  |
| **Date:** |  |

Covenant of Integrity

**to *[****Name of Employer* ***]***

**from *[****Name of Tenderer* ***]***

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors (“the **Parties**”), 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 Practices (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 Practices 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, to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If any of the Parties, where these exist and as applicable, (i) have been convicted in any court of any offence involving Prohibited Practices in connection with any tendering process or provision of works, goods or services during the five (5) years immediately preceding the date of this Covenant, or (ii) have been dismissed or resigned from any employment on the grounds of being implicated in any Prohibited Practices, or (iii) have been excluded from participation in a tendering procedure on the grounds of Prohibited Practices by Nordic Environment Finance Corporation (NEFCO) or by any national or EU Institutions or any international financial institution, we shall give details of any event in (i)-(iii) above together with details of the measures that we have taken, or shall take, to ensure that no Party will commit any Prohibited Practices in connection with the Contract [*give details if necessary*].

In the event that we are awarded the Contract, we grant the Purchaser/Client/Employer/NEFCO and auditors appointed by either of them, as well as any authority or body having competence under relevant legislation, 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 (6) years from the date of performance of the Contract.”

For the purpose of this Covenant, “Prohibited Practices” 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 an investigation related to the Contract; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of NEFCO’s contractual rights of audit or access to information or the rights that any relevant authority has in accordance with any law, regulation or treaty.

• **Money Laundering** is (i) the conversion or transfer of property, knowing that such property is derived from criminal activity or participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in such activity to evade the legal consequences of his action;

(ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from participation in such activity;

(iii) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from participation in such activity;

(iv) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling any of the actions mentioned in the foregoing points.

• **Financing of terrorism** is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the Council of the European Union Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.

Date:

Signature:

[Name and position]

for and on behalf of

[Name of the firm or joint venture]

|  |  |
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| **Price Schedules**  **Price Schedule No.1: Plant and Materials to be Supplied** | |
|  | Date:  Tender: |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

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| --- | --- | --- | --- | --- | --- |
| *1* | *2* | *3* | *4* | *5* | *6* |
| **Item** | **Description** | **Unit** | **Q-ty** | **Unit price: DDP (EUR)** | **Total price: DDP (EUR) (***4* **x** *5***)** |
| ***"Thorough repair of the communal institution" Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A in Lutsk"*** | | | | | |
| 1. | Materials for insulation and finishing of exterior walls (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 1,436 |  |  |
| 2. | Materials for insulation and decoration of the socle to the ground level (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 114 |  |  |
| 3. | Window blocks | m2 | 166 |  |  |
| 4. | Door blocks | m2 | 21 |  |  |
| 5. | Materials for finishing slopes | m2 | 242 |  |  |
|  | a) without insulation | m2 | 0 |  |  |
|  | b) with insulation | m2 | 242 |  |  |
| 6. | Materials for insulation and waterproofing a flat roof of a polyvinyl chloride membrane (the layer of mineral wool plates 200 mm, density not less than 180 kg/m3, polyvinyl chloride membrane) | m2 | 250 |  |  |
| 7. | Materials for insulation and waterproofing a tent roof of a polyvinyl chloride membrane (the layer of mineral wool plates 200 mm, density not less than 180 kg / m3, insulation of the attic with arragement of the screed) | m2 | 860 |  |  |
| 8. | Installation of ventilation | m3/hour | 720 |  |  |
| Related works | | | | | |
| 9. | Restoration of blind area (cobblestone) | m2 | 195 |  |  |
| 10. | Arrangement of a parapet (metal) | m2 | 11.5 |  |  |
| 11. | Finishing of window sills (sills boards) | m2 | 32 |  |  |
| ***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., 18, Lutsk*** | | | | | |
| 1. | Materials for insulation and finishing of exterior walls (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 1,957 |  |  |
| 2. | Materials for insulation and decoration of the base to the ground level (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 327 |  |  |
| 3. | Window blocks | m2 | 4.15 |  |  |
| 4. | Door blocks | m2 | 11.57 |  |  |
|  | Fire door blocks | m2 | 3.6 |  |  |
| 5. | Materials for finishing slopes | m2 | 438 |  |  |
|  | a) without insulation | m2 | 0 |  |  |
|  | b) with insulation | m2 | 438 |  |  |
| 6. | Materials for insulation and waterproofing a flat roof of a polyvinyl chloride membrane (the layer of mineral wool plates 200 mm, density not less than 180 kg/m3) | m2 | 1,822 |  |  |
| ***Related works*** | | | | | |
| 7. | Restoration of blind area (cobblestone) | m2 | 75 |  |  |
| 8. | Arrangement of a parapet (metal) | m2 | 11.5 |  |  |
| 9. | Arrangement of terrace steps (cobblestone, concrete) | m2 | 128 |  |  |
| 10. | Finishing of window sills (sill boards) | m2 | 1 |  |  |
| ***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., 18, Lutsk city*** | | | | | |
| 1. | Materials for insulation and waterproofing a flat roof of a polyvinyl chloride membrane (the layer of mineral wool plates 200 mm, density not less than 180 kg /m3) | m2 | 1,297 |  |  |
| 2. | Door blocks | m2 | 12.96 |  |  |
|  | Fire door blocks | m2 | 3.69 |  |  |
| Related works | | | | | |
| 3. | Arrangement of parapet and ventilation channels (brick, solution) | m2 | 3.45 |  |  |
| ***“Thorough repair of the communal institution "Lutsk Art School", Veteraniv str.4, Lutsk*** | | | | | |  |  |  |  |
| 1. | Materials for insulation and finishing of exterior walls (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 2,136 |  |  |
| 2. | Materials for insulation and decoration of the base to the ground level (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 334 |  |  |
| 3. | Window blocks | m2 | 252 |  |  |
| 4. | Door blocks | m2 | 1,987 |  |  |
| 5. | Materials for finishing slopes | m2 | 260 |  |  |
|  | a) without insulation | m2 | 0 |  |  |
|  | b) with insulation | m2 | 260 |  |  |
| 6. | Materials for insulation and waterproofing a flat roof of a polyvinyl chloride membrane (the layer of mineral wool plates 200 mm, density not less than 180 kg/m3) | m2 | 1,289 |  |  |
| Related works | | | | | |
| 7. | Finishing of window sills (sill boards) | m2 | 60 |  |  |
| 8. | Restoration of blind area (cobblestone) | m2 | 395 |  |  |
| 9. | Arrangement of covering parapets (metal) | m2 | 252 |  |  |
| 10. | Arrangement of terrace steps (cobblestone, concrete) | m2 | 39.1 |  |  |
| 11. | Extension of ventilation channels (brick, solution) | m2 | 1.96 |  |  |
| 12. | Arrangement of canopies (profile metal, metal profiles) | m2 | 61.7 |  |  |
| 13. | Reinforcement of metal balks (metal) | m2 | 3.6 |  |  |
| ***“Thorough repair of the communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13, Lutsk*** | | | | | |
| 1. | Materials for insulation and finishing of exterior walls (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 2,808 |  |  |
| 2. | Materials for insulation and decoration of the base to the ground level (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 213 |  |  |
| 3. | Window blocks | m2 | 180.35 |  |  |
| 4. | Door blocks | m2 | 16.85 |  |  |
| 5. | Materials for finishing slopes | m2 | 383 |  |  |
|  | a) without insulation | m2 | 0 |  |  |
|  | b) with insulation | m2 | 383 |  |  |
| 6. | Materials for insulation and waterproofing a tent roof of a polyvinyl chloride membrane (the layer of mineral wool plates 200 mm, density not less than 180 kg / m3) | m2 | 974 |  |  |
| 7. | Materials for insulation overlay gallery (thickness of mineral wool slabs 100 mm, density not less than 135 kg/m3) | m2 | 130 |  |  |
| Related works | | | | | |
| 8. | Finishing of window sills (sill boards) | m2 | 40 |  |  |
| 9. | Restoration of blind area (cobblestone) | m2 | 131 |  |  |
| **Total amount (to be carried to Summary Schedule)** | | | | |  |

|  |
| --- |
| Name |
| In the capacity of |
| Signed |
| Duly authorised to sign the tender for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_. |

Note:

1. In case of discrepancy between unit price and total, these will be adjusted in accordance with the Instructions to Tenderers.

2. Prices and currencies to be in accordance with the Instructions to Tenderers.

3. All items identified in the Section IV – Employer’s Requirements – must be entered and priced in the appropriate Price Schedule. Items not priced will be deemed to have been included in price of the priced items.

4. Data of the Price Schedule should be entered into a spreadsheet of XLS type (included in tender documentation as a separate file) and submitted in both hard and digital copies together with the tender

|  |  |  |
| --- | --- | --- |
| **Price Schedule No.2: Related Works and Other Costs** | | |
|  | Date:  Tender: |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

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| --- | --- | --- | --- | --- | --- |
| *1* | *2* | *3* | *4* | *5* | *6* |
| **Item** | **Description** | **Unit** | **Q-ty** | **Unit price: DDP (EUR)** | **Total price: DDP (EUR)**  **(***4* **x** *5***)** |
| ***"Thorough repair of the communal institution" Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A in Lutsk"*** | | | | | |
| 1. | Insulation the exterior walls of the building | m2 | 1,436 |  |  |
| 2. | Insulation the base to the ground level | m2 | 114 |  |  |
| 3. | Dismantling of window blocks | m2 | 166 |  |  |
| 4. | Installation of window blocks | m2 | 166 |  |  |
| 5. | Dismantling of door blocks | m2 | 21 |  |  |
| 6. | Installation of door blocks | m2 | 21 |  |  |
| 7. | Insulation of protective structures (window slopes with insulation) | m2 | 242 |  |  |
| 8. | Insulation of the roof with a polyvinyl chloride membrane | m2 | 250 |  |  |
| 9. | Insulation of the attic with the mineral wool with the installation of the screed | m2 | 860 |  |  |
| 10. | Installation of the ventilation | m3 | 720 |  |  |
| Related works | | | | | |
| 11. | Restoration of blind area | m2 | 195 |  |  |
| 12. | Arrangement of parapet | m2 | 11.5 |  |  |
| 13. | Finishing of window sills | m2 | 32 |  |  |
| 14. | Development of design and estimate documentation | unit | 4+1 digital version |  |  |
| 15. | Complex state investment expertise in accordance with the current legislation of Ukraine | unit | 1 |  |  |
| 16. | Designer Supervision, as a design and estimate documentation developer for this project | unit | 1 |  |  |
| 17. | Disposal and removal of dismantled materials, as well as construction waste in accordance with environmental requirements | Total | |  |  |
| ***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., 18, Lutsk city*** | | | | | |
| 1. | Insulation the exterior walls of the building | m2 | 1,957 |  |  |
| 2. | Insulation the base to the ground level | m2 | 327 |  |  |
| 3. | Dismantling of window blocks | m2 | 4.15 |  |  |
| 4. | Installation of window blocks | m2 | 4.15 |  |  |
| 5. | Dismantling of door blocks | m2 | 11.57 |  |  |
| 6. | Installation of door blocks | m2 | 11.57 |  |  |
| 7. | Insulation of protective structures (window slopes with insulation) | m2 | 438 |  |  |
| 8. | Insulation of the roof with a polyvinyl chloride membrane | m2 | 1,822 |  |  |
| Related works | | | | | |
| 9. | Restoration of blind area | m2 | 75 |  |  |
| 10. | Arrangement of a parapet | m2 | 11.5 |  |  |
| 11. | Arrangement of the terrace steps | m2 | 128 |  |  |
| 12. | Finishing the window sill | m2 | 1 |  |  |
| 13. | Dismantling of roof type 3 | m2 | 35 |  |  |
| 14. | Development of design and estimate documentation | unit | 4+1 digital version |  |  |
| 15. | Complex state investment expertise in accordance with the current legislation of Ukraine | unit | 1 |  |  |
| 16. | Designer Supervision, as a design and estimate documentation developer for this project | unit | 1 |  |  |
| 17. | Disposal and removal of dismantled materials, as well as construction waste in accordance with environmental requirements | Total | |  |  |
| ***“Thorough repair of the communal institution “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., 18, Lutsk*** | | | | | |
| 1. | Insulation of the roof with a polyvinyl chloride membrane | m2 | 1,297 |  |  |
| 2. | Dismantling of door blocks | m2 | 12.96 |  |  |
| 3. | Installation of door blocks | m2 | 12.96 |  |  |
| Related works | | | | | |
| 4. | Extension of a parapet and ventilation channels | m3 | 3.45 |  |  |
| 5. | Development of design and estimate documentation | unit | 4+1 digital version |  |  |
| 6. | Complex state investment expert Expertise in accordance with the current legislation of Ukraine | unit | 1 |  |  |
| 7. | Designer Supervisionas a design and estimate documentation developer for this project | unit | 1 |  |  |
| 8. | Disposal and removal of dismantled materials, as well as construction waste in accordance with environmental requirements | Total | |  |  |
| ***“Thorough repair of the communal institution "Lutsk Art School", Veteraniv str.4, Lutsk city*** | | | | | |
| 1. | Insulation the exterior walls of the building | m2 | 2,136 |  |  |
| 2. | Insulation the base to the ground level | m2 | 334 |  |  |
| 3. | Dismantling of window blocks | m2 | 252 |  |  |
| 4. | Installation of window blocks | m2 | 252 |  |  |
| 5. | Dismantling of door blocks | m2 | 19.87 |  |  |
| 6. | Installation of door blocks | m2 | 19.87 |  |  |
| 7. | Insulation of protective structures (window slopes with insulation) | m2 | 260 |  |  |
| 8. | Insulation of the roof with a polyvinyl chloride membrane | m2 | 1,289 |  |  |
| Related works | | | | | |
| 9. | Finishing the window sills | m2 | 60 |  |  |
| 10. | Restoration of blind area | m2 | 395 |  |  |
| 11. | Arrangement of covering parapets | m2 | 252 |  |  |
| 12. | Arrangement of terrace steps | m2 | 39.1 |  |  |
| 13. | Extension of ventilation channels | m3 | 1,96 |  |  |
| 14. | Arrangement of canopies | m2 | 61.7 |  |  |
| 15. | Strengthening of metal balks | m2 | 3.6 |  |  |
| 16. | Dismantling of “cold bridges” | m3 | 7.68 |  |  |
| 17. | Development of design and estimate documentation | unit | 4+1 digital version |  |  |
| 18. | Complex state investment expertise in accordance with the current legislation of Ukraine | unit | 1 |  |  |
| 19. | Designer Supervision as a design and estimate documentation developer for this project | unit | 1 |  |  |
| 20. | Disposal and removal of dismantled materials, as well as construction waste in accordance with environmental requirements | Total | |  |  |
| ***“Thorough repair of the communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13, Lutsk*** ***city*** | | | | | |
| 1 | Insulation the exterior walls of the building | m2 | 2,808 |  |  |
| 2 | Insulation the base to the ground level | m2 | 213 |  |  |
| 3 | Dismantling of window blocks | m2 | 180.35 |  |  |
| 4 | Installation of window blocks | m2 | 180.35 |  |  |
| 5 | Dismantling of door blocks | m2 | 16.85 |  |  |
| 6 | Installation of door blocks | m2 | 16.85 |  |  |
| 7 | Insulation of protective structures (window slopes with insulation) | m2 | 383 |  |  |
| 8 | Insulation of the attic with a mineral wool (with an arrangement of screw) | m2 | 1,104 |  |  |
| Related works | | | | | |
| 9. | Finishing the window sills | m2 | 40 |  |  |
| 10. | Restoration of blind area | m2 | 131 |  |  |
| 11. | Dismantling of “cold bridges” | m3 | 24 |  |  |
| 12. | Development of design and estimate documentation | unit | 4+1 digital version |  |  |
| 13. | Complex state investment expertise in accordance with the current legislation of Ukraine | unit | 1 |  |  |
| 14. | Designer Supervision as a design and estimate documentation developer for this project | unit | 1 |  |  |
| 15. | Disposal and removal of dismantled materials, as well as construction waste in accordance with environmental requirements | Total | |  |  |
|  | Additional expenses\*, including:  Insurance according to Article 16 of GCC and SCC  Bank guarantees according to Clause 10.1 of SCC and Clause 12 of GCC and SCC  Other administrative and bank expenses |  |  |  |  |
| **Total amount (to be carried to Summary Schedule)** | | | | |  |

\* in case Tenderer is not specifying additional expenses, it is expected that these expenses are included in cost of Plant and Materials and Related Works.

|  |
| --- |
| Name |
| In the capacity of |
| Signed |
| Duly authorised to sign the tender for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_. |

Note:

1. In case of discrepancy between unit price and total, these will be adjusted in accordance with the Instructions to Tenderers.

2. Prices and currencies to be in accordance with the Instructions to Tenderers.

3. All items identified in the Section IV – Employer’s Requirements – must be entered and priced in the appropriate Price Schedule. Items not priced will be deemed to have been included in price of the priced items.

4. Data of the Price Schedule should be entered into a spreadsheet of XLS type (included in tender documentation as a separate file) and submitted in both hard and digital copies together with the tender

**Summary Price Schedule**

|  |  |
| --- | --- |
|  | Date:  Tender: |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |
| --- | --- | --- |
| *1* | *2* | *3* |
| **Item** | **Description** | **Total price: DDP (EUR)** |
| 1 | Price Schedule No.1: Plant and Materials to be Supplied |  |
| 2 | Price Schedule No.2: Related Works and Other Costs |  |
| **Total summary (to be carried to Tender Form)** | |  |

|  |
| --- |
| Name |
| In the capacity of |
| Signed |
| Duly authorised to sign the tender for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_. |

Note:

1. In case of discrepancy between unit price and total, these will be adjusted in accordance with the Instructions to Tenderers.

2. Prices and currencies to be in accordance with the Instructions to Tenderers.

3. All items identified in the Section IV – Employer’s Requirements – must be entered and priced in the appropriate Price Schedule. Items not priced will be deemed to have been included in price of the priced items.

4. Data of the Price Schedule should be entered into a spreadsheet of XLS type (included in tender documentation as a separate file) and submitted in both hard and digital copies together with the tender

**Form of Tender-Securing Declaration**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternative No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract financed wholly on in part by NEFCO for the period of time of three years starting on the date when we have breached our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Tender during the period of tender validity specified in the Letter of Tender; or

(b) having been notified of the acceptance of our Tender by the Employer during the period of tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tender; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer**\***

Name of the person duly authorized to sign the Tender on behalf of the Tenderer**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Tender \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

**\***: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

\*\*: Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

*[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the tender.]*

Manufacturer’s Authorisation

***Note for Tenderer:*** *The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its Tender, if so indicated in the TDS. All text within square brackets [ ] is for use in preparing this form and shall be deleted from the final document.*

Date: [*insert date (as day, month and year) of Tender Submission*]

Tender No.: [*insert number of Tendering process*]

To: [*insert complete name of Purchaser*]

WHEREAS

We [*insert complete name of Manufacturer*], who are official manufacturers of[*insert type of Plant & Equipment manufactured*], having factories at [*insert full address of Manufacturer’s factories*], do hereby authorise [*insert complete name of Tenderer*] to submit a Tender the purpose of which is to provide the following Plant & Equipment, [*insert name and or brief description of the Plant & Equipment*], manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21.1 of the General Conditions, with respect to the Plant & Equipment offered by the above firm.

Signed: [*insert signature(s) of authorised representative(s) of the Manufacturer*]

Name: [*insert complete name(s) of authorised representative(s) of the Manufacturer*]

Title: [*insert title*]

Duly authorised to sign this Authorisation on behalf of: [*insert complete name of Manufacturer*]

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ [*insert date of signing*]

Tenderer’s Qualification

To establish its qualifications to perform the contract in accordance with Section II (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

**Eligibility**

Tenderer Information Sheet

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |
| --- |
| 1. Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EDRPOU code (for Ukrainian tenderers): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. In the case of a JVCA, the legal name of each partner indicating which partner is the leading one:  EDRPOU code (for Ukrainian tenderers): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. Tenderer’s actual or intended Country of Constitution, Incorporation, or Registration: |
| 4. Tenderer’s Year of Constitution, Incorporation, or Registration: |
| 5. Tenderer’s Legal Address in Country of Constitution, Incorporation, or Registration: |
| 6. Tenderer’s Authorised Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address: |
| 7. Attached are copies of original documents of:   Articles of Incorporation or Registration of firm named in 1, above.   * . |

Partner to JVCA Information Sheet

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Tenderer’s Legal Name:  EDRPOU code (for Ukrainian tenderers): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. JVCA Partner’s Legal Name:  EDRPOU code (for Ukrainian tenderers): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. JVCA Partner’s Country of Constitution, Incorporation, or Registration: |
| 4. JVCA Partner’s Year of Constitution into a legally-enforceable JVCA: |
| 5. JVCA Partner’s Legal Address in Country of Constitution, Incorporation, or Registration: |
| 6. JVCA Partner’s Authorised Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address: |
| 7. Attached are copies of original documents of:   Articles of Constitution, Incorporation or Registration of firm named in 1, above. |

Financial Situation

Average Annual Revenue

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVCA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |  |  |
| --- | --- | --- |
| **Annual revenue data\*** | | |
| **Year** | **Amount** | **Currency\*\*** |
| **20..** |  |  |
| **20..** |  |  |
| **20..** |  |  |
| \*\*\*Average Annual Revenue |  |  |

*Notes:*

\*Tenderers shall attach copies of full financial reports (balance sheets including all related notes and income statements) for years required above, which:

(а) financial situation of the Tenderer or partner to a JVCA, and not sister or parent companies;

(b) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted);

(с) audited by respective bodies of the country of the Tenderer in correspondence with requirements of legislation of the Tenderer’s country.

**Ukrainian** tenderers should also attach a completed Form 1DF for the last quarter before tender submittal date accompanied with a receipt from respective tax authority; and a Form “Tax Declaration for Profit Tax” for each year required above certified by respective tax authority.

\*\* Equivalent amounts in Euro shall be calculated based on annual average exchange rate of Hryvnia to Euro, as published by the National Bank of Ukraine (<http://www.bank.gov.ua/control/uk/curmetal/currency/search/form/period>).

For reference:

|  |  |
| --- | --- |
|  | Average annual exchange rate of NBU, UAH/Euro |
| 2016 | 28.29 |
| 2017 | 30.00 |
| 2018 | 32.14 |

\*\*\*Average annual revenue calculated as total certified payments received for supply in progress or completed, divided by the number of years specified in Section II, Evaluation Criteria

Experience

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVCA Partner’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Similar Contract\* No. *[insert specific number]* of *[total number of contracts]* required** | **Information** | | |
| --- | --- | --- | --- |
| Contract Identification |  | | |
| Award date  Completion date |  | | |
| Role in Contract |  | | |
| Total Contract amount |  | | Euro |
| If a partner in a JVCA, specify participation in total contract amount | \_\_\_\_\_\_\_\_\_% | Euro \_\_\_\_\_\_ | |
| Client’s Name: |  | | |
| Actual Client’s contact data:  Address:  Telephone/fax number:  E-mail:  Contract person: |  | | |

\*Tenderers should submit copies of all contracts presented in this form

**Experience (cont.)**

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JVCA Partner’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Similar Contract No. *[insert specific number]* of *[total number of contracts]* required** | **Information** |
| --- | --- |
| Description of the similarity: |  |
| Amount |  |
| Physical size |  |
| Complexity |  |
| Technology |  |

|  |
| --- |
| Section IV. Employer’s Requirements |
| **1. List of Plant and Works** |
| ***Communal institution" Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A in Lutsk city"***   |  |  |  |  | | --- | --- | --- | --- | | **1.1 List of plant** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Supply, installation of heat-insulating materials for insulation of the facade and walls of the basement | External insulation of the facade and walls of the basement, including the fitting of external slopes of windows, doors, restoration of parapet cover, and other necessary work, including - restoration of scraps, decoration of the terrace steps | Walls-1,436 m2 with  slopes- 242m2  socle-114m2 | | **2.** | Delivery and installation of energy-efficient reinforced-plastic windows | Replacement of windows, window sills (if necessary), installation of internal slopes and other necessary work | 166 m2 | | **3.** | Delivery and installation of energy-efficient reinforced-plastic doors | Replacement of doors, installation of internal slopes and other necessary work | 21 m2 | | **4.** | Insulation of the roof with mineral wool with a polyvinyl chloride membrane | Insulation of roof type 1 " compatible with overlap" and type 3 "sloped with an attic" | Type 1 - 250 m2, type 3 -860 m2 | | **5.** | Ventilation repair | Power setting | 720 m3/hour | | **6.** | Restoration of blind areas | Restoration of blind area after insulation of the facade | 195 m2 | | **7.** | Arrangement of a parapet | Restoration of parapets | 11.5 m2 |  |  |  |  |  | | --- | --- | --- | --- | | **1.2 List of related works** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Supply, installation of heat-insulating materials for insulation of the facade and walls of the basement | Execution of works on external insulation of the facades and walls of basement, including the fitting of external slopes of windows, doors, installation of parapet cover and other necessary work, including - restoration of blind area, decoration of the porches, the installation of roof overhand. | Walls – 1,436 m2, with slopes- 242 m2  Socle -114 m2  Total: 1,550 | | **2.** | Delivery and installation of energy-efficient reinforced-plastic windows | Execution of work on replacement of windows, window sills (if necessary), installation of internal slopes and other necessary work | 166 m2 | | **3.** | Delivery and installation of energy-efficient reinforced-plastic doors | Execution of work on replacement of doors, installation of internal slopes and other necessary work | 21 m2 | | **4.** | Insulation of roof type 1 and type 3 | Insulation of roof type 1 " compatible with overlap" with a polyvinyl chloride membrane and type 3 "sloped with an attic" | Type 1 - 250 m2  Type 3- 860 m2 | | **5.** | Ventilation repair | Repair of ventilation system with the development of capacity 720 m3/h |  | | **6.** | Restoration of blind areas | Performing works on restoration of blind areas after insulation of the facade and walls of the cellar | 195 m2 | | **7.** | Arrangement of parapet | Works for the repair and extension (if necessary) parapets | 11.5 m2 | | **8.** | Development of project documentation for thorough repairs of the facility, performance of designer supervision | Development of design documentation for:    - supply, installation of heat-insulating materials for insulation of the facade and walls of the basement;    - delivery and installation of energy-efficient reinforced-plastic doors; - supply and installation of energy-efficient reinforced-plastic windows;    - insulation of the roof;    - ventilation repair    - restoration of terrace stepss;    - restoration of blind area;    - arrangement of a parapet;    - renovation or replacement of window sills The composition and content of the design documentation shall meet the requirements of State Building Norm A.2.2-3: 2014 | 4+1 digital version | | **9.** | Expertise of project documentation | Obtaining a positive conclusion on the project documentation | 1 unit | | **10.** | Designer Supervision as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit | | ***Communal institution “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., 18, Lutsk***  **1.1 List of plant** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Supply, installation of heat-insulating materials for insulation of the facade and walls of the basement | External insulation of the facade and walls of the basement, including the fitting of external slopes of windows, doors, restoration of parapet cover, and other necessary work | Walls – 2,284 m2, slopes – 438 m2, socle – 327 m2 | | **2.** | Delivery and installation of energy-efficient reinforced-plastic windows | Replacement of windows, window sills (if necessary), installation of internal slopes and other necessary work | 4.15 m2 | | **3.** | Delivery and installation of energy-efficient reinforced-plastic doors | Replacement of doors, installation of internal slopes and other necessary work | External doors-7.97 m2  Fire doors-3.6 m2  Total-11.57 m2 | | **4.** | Arrangement of a parapet | Arrangement of height of a parapet to provide the required height | 4 m3 | | **5.** | Restoration of external finishing of the walls of the terrace steps | Decoration of the terrace steps in accordance with the passport of the facades | 128 m2 | | **6.** | Insulation of the roof with mineral wool with a polyvinyl chloride membrane | Roof insulation type 1 "compatible with overlap" | Type 1 –1,822 m2 | | **7.** | Restoration of blind areas | Reconstruction of the blind area at the perimeter of the building | 75 m2 | | **8.** | Dismantling of the roof | Dismantling the roof on Type 3 | 35 m2 | | **9.** | Development of project documentation for thorough repairs of the facility, performance of designer supervision | Development of design documentation for:    - supply, installation of heat-insulating materials for insulation of walls and a socle;    - delivery and installation of energy-efficient reinforced-plastic doors and windows;    - arrangement of a parapet;    - restoration of external finishing of the walls of the terrace steps;    - insulation of the roof type 1 The content of the design documentation shall meet the requirements of State Building Norm (SBN) A.2.2-3: 2014 | 4+1 digital version | | **10.** | Expertise of project documentation | Obtaining a positive conclusion on the project documentation | 1 unit | | **11.** | Designer Supervision, as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit | |
| ***Communal institution “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., 18, Lutsk city***   |  |  |  |  | | --- | --- | --- | --- | | **1.1 List of plant** | | | | | **No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Delivery and installation of energy-efficient reinforced-plastic doors | Supply and replacement of external front doors | 9.27 m2 | | **2.** | Extension of ventilation channels and parapet | Extension of height ventilation channels and parapet | 3.45 m2 | | **3.** | Delivery and installation of fire metal doors | Delivery and installation of metal fire doors | 3.69 m2 | | **4.** | Insulation of the roof with mineral wool with a polyvinyl chloride membrane | Insulation of roof type 1 "compatible with overlap" | Type 1 – 1,297 m2 |  |  |  |  |  | | --- | --- | --- | --- | | **1.1 List of related works** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Delivery and installation of energy-efficient reinforced-plastic windows | Replacement of windows, window sills (if necessary), installation of internal slopes and other necessary work | 9.27 m2 | | **2.** | Extension of ventilation channels and parapet | Arrangement of height of a parapet to provide the necessary height after insulation of the roof | 3.45 m3 | | **3.** | Delivery and installation of fire metal doors | Replacement of doors, installation of internal slopes and other necessary work | 3.69 m2 | | **4.** | Insulation of the roof | Insulation of roof type 1 " compatible with overlap" with mineral wool with a polyvinyl chloride membrane | Type 1 – 1,297 m2 | | **5.** | Development of project documentation for thorough repairs of the facility, performance of author's supervision | Development of design documentation for    - delivery and installation of energy-efficient reinforced-plastic doors; - delivery and installation of fire-prevention metal doors - insulation of the roof type 1 - an increase in the parapet and ventilation ducts.  The content of the design documentation must meet the requirements of SBN A.2.2-3: 2014 | 4+1 digital version | | **6.** | Expertise of project documentation | Obtaining a positive conclusion on the project documentation | 1 unit | | **7.** | Designer Supervision as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit | | ***Communal institution "Lutsk Art School", Veteraniv str.4,Lutsk***  **1.1 List of plant** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Supply, installation of heat-insulating materials for insulation of the facade and walls of the basement | External insulation of the facade and walls of the basement, including the fitting of external slopes of windows, doors, restoration of parapet cover, and other necessary work | Walls – 2,470 m2  with slopes- 260 m2  Socle -334 m2 | | **2.** | Delivery and installation of energy-efficient reinforced-plastic windows with air ventilation | Replacement of windows, window sills (if necessary), installation of internal slopes and other necessary works | 252 m2 | | **3.** | Delivery and installation of energy-efficient reinforced-plastic doors | Replacement of doors, installation of internal slopes and other necessary work | 19.87 m2 | | **4.** | Insulation of the roof | Insulation of the roof type 1"compatible with overlap" with mineral wool with a polyvinyl chloride membrane | Type 1 – 1,289 m2 | | **5.** | Decoration of the terrace steps | Decoration of the terrace steps according to the passport of the facade | 39.1 m2 | | **6.** | Installation of roof overhand | Installation of roof overhand according to the passport of the facade | 61.7 m2 | | **7.** | Restoration of blind area | Restoration of blind area after the insulation of the facade | 395 m2 | | **8.** | Extension of ventilation channels | Restoration of the parapets | 1.96 m3 | | **9.** | Arrangement of the terrace steps | Arrangement of the terrace steps according to the passport of the facade | 39.1 m2 | | **10.** | Reinforcement of metal balks | Reinforcement of metal balks | 3.6 m2 | | **1.1 List of related works** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Supply, installation of heat-insulating materials for insulation of the facade and walls of the basement | External insulation of the facade and walls of the basement, including the fitting of external slopes of windows, doors, restoration of parapet cover, and other necessary work | Walls – 2,470 m2  slopes- 260 m2  socle -334 m2 | | **2.** | Delivery and installation of energy-efficient reinforced-plastic windows | Replacement of windows, window sills (if necessary), installation of internal slopes and performing other necessary work on installing air ventilators | 252 m2 | | **3.** | Delivery and installation of energy-efficient reinforced-plastic doors | Replacement of doors, installation of internal slopes and other necessary work | 19.87 m2 | | **4.** | Insulation of the roof | Insulation of roof type 1 "compatible with overlap" with mineral wool with a polyvinyl chloride membrane | Type 1 – 1,289 m2 | | **5.** | Installation roof overhand | Manufacturing and installation of roof overhand over the entrances to the building in accordance with the passport of the facade | 61.7 m2 | | **6.** | Restoration of blind areas | Execution of works on the arrangement of blind areas after insulation of the facade | 395 m2 | | **7.** | Extension of the ventilation channels | Extension of the ventilation channels on the appropriate height | 1.96 m2 | | **8.** | Arrangement of terrace steps | Arrangement of terrace steps in accordance with the passport of the facade | 39.1 m2 | | **9.** | Reinforcement of metal balks | Execution of works on strengthening of metal balks for maintenance of bearing capacity | 3.6 m2 | | **10.** | Dismantling of reinforced concrete stairs | Performing works on dismantling of elements of “cold bricks” | 7.68 m3 | | **11.** | Development of project documentation for thorough repairs of the facility, performance of author's supervision | Development of design documentation for  - supply, installation of heat-insulating materials for insulation of walls and a socle;    - delivery and installation of energy-efficient reinforced-plastic doors; - delivery and installation of reinforced-plastic doors  - insulation of the roof  - restoration of the interior walls of the terrace steps; - the arrangement of roof overhand;  - restoration of blind area;  - increase of ventilation ducts;  - reinforcement of metal balks;  - installation of terrace steps. The composition and content of the design documentation must meet the requirements of State Building Norms A.2.2-3: 2014 | 4+ 1 digital version | | **12.** | Expertise of project documentation | Obtaining a positive conclusion on the project documentation | 1 unit | | **13.** | Designer Supervision as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit |   ***Communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13, Lutsk***   |  |  |  |  | | --- | --- | --- | --- | | **1.1 List of plant** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Supply, installation of heat-insulating materials for insulation of the facade and walls of the basement | External insulation of the facade and walls of the basement, including the fitting of external slopes of windows, doors, restoration of parapet cover, and other necessary work | Walls-3,151 m2 with  slopes- 383 m2  socle- 213 m2  ceiling -130 m2 | | **2.** | Delivery and installation of energy-efficient reinforced-plastic windows | Replacement of windows, window sills (if necessary), installation of internal slopes and other necessary work as installing air ventilators | 180.35 m2 | | **3.** | Delivery and installation of energy-efficient reinforced-plastic doors | Replacement of doors, installation of internal slopes and other necessary work | 16.85 m2 | | **4.** | Insulation of the roof | Insulation of roof type 3 "sloping with an attic" | Type 3 - 974 m2 | | **1.1 List of related works** | | | | | **List No.** | **Name** | **Brief Description** | **Quantity** | | **1.** | Supply, installation of heat-insulating materials for insulation of the facade and walls of the basement | External insulation of the facade and walls of the basement, including the fitting of external slopes of windows, doors, restoration of parapet cover, and other necessary work | Walls-3,151 m2 with  slopes- 383 m2  socle- 213 m2  ceiling -130 m2 | | **2.** | Delivery and installation of energy-efficient reinforced-plastic windows | Replacement of windows, window sills (if necessary), installation of internal slopes and other necessary work | 180.35 m2 | | **3.** | Delivery and installation of energy-efficient reinforced-plastic doors | Replacement of doors, installation of internal slopes and other necessary work | 16.85 m2 | | **4.** | Insulation of the roof | Insulation of roof type 3 "sloping with an attic" | Type 3 - 974 m2 | | **5.** | Dismantling of reinforced concrete slabs | Dismantling of reinforced concrete slabs as “cold bridges” | 24 m3 | | **6.** | Development of project documentation for thorough repairs of the facility, performance of author's supervision | Development of design documentation for  - supply, installation of heat-insulating materials for insulation of walls and a socle;  - delivery and installation of energy-efficient reinforced-plastic doors;  - delivery and installation of reinforced-plastic doors  - insulation of the roof  The composition and content of the design documentation must meet the requirements of State Building Norms A.2.2-3: 2014 | 4+ 1 digital version | | **7.** | Expertise of project documentation | Obtaining a positive conclusion on the project documentation | 1 unit | | **8.** | Designer Supervision as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit |  1. **Employer’s Requirements** |

***1.* Characteristic of current situation**

**1. *Communal institution"Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A in Lutsk city"***

The basement building was built in 1971 and is located at: Lutsk, Hrushevskoho avenue, 2A. Communal institution "Lutsk Specialized Children -Youth Sports School of the Olympic Swimming Pool" is subordinated to the Department of Family, Youth and Sports of the Lutsk City Council of Volyn region.

- The main facade of the building is oriented towards the north (Hrushevskoho avenue).  
- A three-storey building with addition building of one floor. The plan has a rectangular shape with overall dimensions of 28.3 x 30.75 m. The height of the main building is 13.66 m, the addition building is 4.6 m.  
- The building is made of brick, with a heating cellar. Basement height: 3.43 m main building; The addition buildings are 1.6 m. Height of floors: the main building is 2.58 m; room for coagulation and water treatment - 3.4 m; annex - 3.5 m  
- The facades of the building are made of brick and facing tile on cement-sand mortar. Insulation of external walls of a building project was not foreseen.  
- The design scheme of the building is executed with brick bearing walls. Overlap and cover - prefabricated reinforced concrete.  
- Basement are like tapes. The foundation part of the building is made of concrete blocks FBS-5, FBS-4 with monolithic sections and bricks.  
- Roof covering of the main building slab - metal and ondulyn with an organized external reference; addition building - flat, ruberoid.  
- The pavement around the building is repaired with appropriate inclination.  
- Doors of the main entrance - made in the form of a reinforced-plastic vestibule with one glass; emergency exits - wooden; entrance to addition building - metal, insulated.  
- Windows: large bath - aluminum profile with double-glazed windows without energy-efficient coating; in the premises of polivinil profiles; on the staircase cages (from the side of the main facade) - an aluminum pro-film with energy-saving double-glazed windows;  
- Heating - central, from city heating networks. Heat point with plate heat exchangers.  
- Wiring system - two-circuit. Type of heaters - cast iron radiators.  
- Hot water supply - mixed: from city heating networks and three air-water heat pumps  
- Ventilation: mechanical, supply and exhaust with a water heater from the heating system.  
- Lighting is mixed, from daylight and incandescent lamps.

From 25.10.2018 up to 1000 people are visiting the institution every day. In the 2017-2018 studying year, 29 training and 55 recreation groups were opened in the pool, served by 16 trainers and 24 other staff members.

For more efficient energy saving, we need to: insulate the outer walls of the building, replace the windows and doors with energy saving, improve the ventilation system, to achieve a comfortable level of humidity in the pool room, and further preserve the building's supporting structures on the large and small baths of the pool, install air dryers, install at the main entrance of the swimming pool of the thermal curtain, to insulate the roof.

**2. *Communal institution “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., 18, Lutsk city***

The building of the Palace of Student Youth was built (building number 1) in 1978 and is located in Lutsk on the Shopen street, 18. Subordinated to the Education Department of the Lutsk City Council of the Volyn region.

- The main facade of the building is oriented (building No. 1) to the north (Shopen street).  
- Three-storey building. The plan consists of two buildings of rectangular shape. The base area of ​​the building is 2117.8 m2. Building No. 1.  
- The building is brick, with a non-heated basement and a ruberoid coating. The height of the palace floors is 3.00 m.  
- The facades of the building are made of red brick and plastered with cement-sand mortar. In 2015, the central facade of the building No. 1 was insulated.  
- The design scheme of the building is made of bearing walls made of brick. Overlap and cover - prefabricated reinforced concrete.  
- Basement tapes. The foundation part of the building is made of concrete blocks with monolithic sections and bricks.  
- A flat cover, combined with an organized internal drainage system.  
- Roofing in axes 9-11 along the "Г" axis, executed on Type 3, as a temporary, requires dismantling.  
- Sewage is internal organized.  
- Entrance doors of main inputs of metal-plastic, emergency exits - metal-plastic. In the case No. 1 there is one emergency exit - wooden doors.  
- Windows are replaced by 99% on reiforced-plastic.  
- Heating - central, from the boiler house.  
- Wiring system - two-circuit, type of heater: part of cast-iron radiators, part replaced by aluminum.  
- Ventilation is natural.  
- Lighting is mixed, from daytime running lamps, LED lamps and incandescent lamps.  
As of 01.10.2018, 4350 children are engaged in the Palace. In the 2017-2018 school year 111 pedagogical staff worked in the Palace.

As of 2017 among the public institutions of Lutsk, the Palace was one of the main consumers of energy resources in the city. The heat supply was the same in two buildings. In connection with the fact that in the building number 1 is insulated only the central facade, the temperature in the classes is 16-17 degrees.  
In the Palace, in recent years, certain energy-saving measures have been introduced, among which replacement of windows on reinforced-plastic except for 1 (area of ​​4.15 m2) and replacement of incandescent lamps.

***3. Communal institution “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., 18, Lutsk city***

The building of the Palace of Student Youth was built (building No. 2) in 1983 and is located in Lutsk city on the Shopen street, 18. Subordinated to the Education Department of the Lutsk City Council of the Volyn region.

- The main facade of the building is oriented (building No. 2) to the west (Shopen Street).  
- Three-storey building. The plan consists of two buildings of rectangular shape. The area of ​​the foundation is 1887.3 square meters - building number 2.  
- The building is made of bricks, with a non-heating basement and a flat roof with a top layer of roofing material. The height of the Palace floors is 3.00 m.  
- The facades of the building are made of red brick and plastered with cement-sand mortar. In 2015 the external walls of the building No. 2 were insulated.  
- The design scheme of the building is made of bearing walls made of brick. Overlap and cover - prefabricated reinforced concrete.  
- Basement are of taped type. The foundation part of the building is made of concrete blocks with monolithic sections and bricks.  
- A flat cover, combined with an organized internal drainage system.  
- Sewage is internal organized.  
- Entrance doors of main inputs of metal-plastic, emergency exits - metal-plastic.  
- Windows are completely replaced on metal-plastic.  
- Heating – central, from the boiler house.  
- Wiring system - two-circuit, type of heater: part of cast-iron radiators, part replaced by aluminum.  
- Ventilation is natural.  
- Lighting is mixed, from daytime running lamps, LED lamps and incandescent lamps.

As of 01.10.2018, 4,350 children are engaged in the Palace. In the 2017-2018 school year 111 pedagogical staff worked in the Palace.  
As of 2017, among the public institutions of Lutsk, the Palace was one of the main consumers of energy resources in the city. The heat supply was the same in two buildings. In connection with the fact that in the building No. 2 there are insulated walls temperature in the classes was 19-21 degrees.  
During the last years in the Palace were made some energy-saving measures, including the replacement of 100% of windows on reinforced-plastic and replacement of incandescent lamps.  
In 2015 with the assistance of the Lutsk City Council thorough repairs in the building No. 2 were carried out.

1. ***Communal institution "Lutsk Art School", Veteraniv str.4, Lutsk city***

The Lutsk Art School’s building was built in 1980 as a Kindergarten room for 280 people, which, after reconstruction in 1995, is used for a specialized educational institution - The art school. Address of the institution: Lutsk, Veteraniv str.4. Subordination is the Culture Department of the Lutsk City Council.

- The school building on one side goes out on the Veteraniv street that can be made the front with the central entrance, since the current entrance passes through the residential adjoining areas and is not convenient functionally.  
- Two-storey building. The plan has a complex configuration. Building area 1336 m2.  
- The walls of the building are made of silicate bricks on a cement mortar with a thickness of 510X380 mm.  
- The foundations are made of concrete blocks.  
- The height of the 1st and 2nd floors – 3 m., Basement – 1.95 m.  
- Roof overlap, flat roofed with roof drainage with internal drainage. The inefficiency and outdatedness of the drainage system lead to stagnant water on the roof, the flow of the ceiling and the closure of the walls near the drain pipes.  
- Violation of the entire formation around the building, its destruction, including the roots of trees that grow close to the walls leads to the flow of water into the basement during precipitation.  
- Entrance doors are replaced with metal-plastic, without energy-efficient coating, doors of emergency, technical outlets wooden, are not insulated.  
- Reinforced concrete stairs of emergency exits have lost their functional significance and serve as "cold bridges".  
- Windows partially replaced with polivinil chloride profiles, without energy-efficient coating, but much more time-windows of wooden windows with separate frames, which fully worked out their resource.  
- Heating is centralized from the city boiler house, but because of the deadlock, the location of the heat supply school does not meet the standards, which leads to the permanent switching of pumps to increase heat exchange. Type of heaters - aluminum radiators.  
- Ventilation is natural.  
- Lighting is mixed with daytime running lamps, incandescent lamps and partly from energy saving lighting devices.

As for 01.10.2018 600 students that study in school, united in 24 classes. The teaching process at school is provided by 23 pedagogical staff.  
The school building does not meet modern requirements for energy conservation and comfortable provision of educational process during the heating season. All problems are solved in operational non-system order, such as roof flush in the leakage areas, replacement of windows and doors that are not subject to repair, replacement of lighting equipment and repair of heat and water supply. Due to the critical state of the system of heat and water supply, which could lead to a breakdown of the heating season, in 2013 documentation was made and a complete renovation of the heating system was carried out, pipes were replaced on plastic, aluminum radiators installed, a new heat exchanger mounted. The situation with the heating of the premises has improved considerably, but the problems with energy saving remained due to the lack of energy-saving thermal insulation technologies, replacement of windows, doors, insulation of walls, roofs, lighting devices.

1. ***Communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13, Lutsk***

The school building was built in 1939 (in December 1939 a Music School was opened in this building) and is located in Lutsk, Kryvyi Val str., 13. The school has an additional building, which was built in 2005 and put into operation in 2006. The total area of ​​the school with an additional building is 2911 m2. Subordinated to the Culture Department of the Lutsk City Council.

- The main facade of the building is orientated to the east (to Bohdana Khmelnytskoho Street).  
- Three-storey building. The plan is “П-shaped”.  
- The brick building, with non-heated basements (1 basement in the old school building and 1 - in the building) with a coated cover.  
- The facades of the building are made of brick, decorated with decorative plaster and plastered with a cement-sand mortar (one wall of the old school room on the side of the child's home is insulated with mineral wool and decorated with decorative plaster). Insulation of the exterior walls of the building project is anticipated.  
- The design scheme of the building is made of bearing walls made of brick. Overlappings and coverings: in the old school there is a wooden building, and in the building there are reinforced concrete panels.  
- Foundation - concrete blocks (0,40, 0,50 m) and brick in 2,5 bricks.  
- Roof is tent, not insulated. Coating with metal profiles throughout the school building, with an organized dossier.  
- Sewage is organized, but water gets to the walls, which leads to their drowning.  
- In the old school premises, the waterproofing of the foundation was carried out and there is pavement around completion.  
- Entrance doors to school with reinforced-plastic with partial glazing, 3 emergency exits - wooden non-slip-resistant, 1 emergency exit - reinforced-plastic glass doors.  
- Windows partially replaced by metal-plastic, but there remained a significant amount of wooden windows with split frames.  
- In the old room, the balcony slabs have lost their functional significance and serve as "cold bridges".  
- Heating - central, from the boiler house.  
- Upper system of the wiring, there are two entrances (on the old school premises and completion). Type of heaters - cast iron (old school premises) and metal (additional) radiators.  
- Ventilation is natural, in the building there is a ventilation for the concert hall.  
- Lighting is mixed, from daylight and incandescent lamps.  
  
From the 01.10.2018 782 students study at the school, there are 20 children's groups. In the 2017-2018 academic year 88 teachers worked at the school.  
As of 2017 among schools of education in the field of culture, the school was the largest consumer of energy resources. Despite the fact that from the City budget a significant part of the expenditure is used to pay energy for the school, (according to the pedagogical staff’s comments) it is cold in the school building, the temperature in the classes sometimes does not exceed 16 degrees. This is due to the lack of insulation of the walls, attic, indistinguishable windows and doors. In addition, the school is experiencing water leaking and wetting the walls (both externally and in the middle) due to the location of the rainwater drainage system from the roof.  
During the last few years, some energy-saving measures have been implemented at the school, including the replacement of windows on a reinforced-plastic with a heat-resistant glass and replacement of incandescent lamps.  
In 2018 a major overhaul of the roof was completed with an area of ​​1,050 m2.

**2. Information on the scope of work**The energy saving project is aimed at improving the conditions of stay of children, staff, parents in an educational institution and reducing the consumption of heat energy. Environmental benefits are also expected from the implementation of the project by reducing electricity consumption, which will help reduce harmful emissions in the atmosphere.  
The proposed project includes the following activities:

**1. *Communal institution"Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool "at Hrushevskoho avenue, 2A in Lutsk"***

• Insulation of walls and a socle – 1,550 m2, including slopes 242 m2  
• Replacement of windows - 166 m2 on energy-efficient metal-plastic;  
• Replacement of doors -21 m2 for energy-efficient metal-plastic;  
• Insulation of the roof - 250 m2 type 1, 860 m2 of type 3;  
• Ventilation repair - up to 720 m3 / h;  
• Setting up the building along the base of the building (width 1.0 - 1.2 m) 195 m3;  
• Building a roof parapet - 11.5 m2

**2. *Communal institution “Palace of Student Youth in the City of Lutsk” building 1, Shopen str., 18, Lutsk***

• Insulation of walls and a socle – 2,284 m2, incl. slopes 438 m2  
• Replacement of doors -7.97 m2 for energy-efficient metal-plastic,  
• Replacement of doors - 3.6 m2 metal fire  
• Insulation of the roof – 1,822 m2 type 1;  
• Dismantling of the roof type 3 - 35 m2;  
• Decoration of the porch - 128 m2  
• Setting up the building along the base of the building (width 1.0 - 1.2 m) 195 m3;  
• roof railing parapet - 4.0 m3 and ventilation channels 5.6 m3  
• recovery of blind areas - 75 m2  
• Replacement of windows - 4.15 m 2 for energy-efficient reinforced-plastic and ventilation channels 5.6 m 3

***Communal institution “Palace of Student Youth in the City of Lutsk” building 2, Shopen str., 18, Lutsk***

• Replacement of doors - 9.27 m2 for energy-efficient metal-plastic  
• Replacement of doors - 3.69 m2 metal fire-fighting  
• Insulation of roof – 1,297 m2 of type 1;  
• Expansion of the parapet and ventilation channels on the roof - 3.45 m3

***Communal institution "Lutsk Art School", Veteraniv str.4,Lutsk city***

• Warm insulation of walls and a cap – 2.470 m2, incl. slopes of 260 m2;  
• Replacement of doors -19.87 m2 for energy-efficient metal-plastic  
• Replacement of windows - 252 m2 for energy-efficient metal-plastic;  
• Insulation of a roof – 1.289 m2 of type 1  
• Decoration of the terrace steps - 39.1 m2  
• The expansion of ventilation ducts on the roof of the roof - 1.96 m3  
• Recovery of blind areas - 395 m2  
• The arrangement of roof overhand - 61.7 m2  
• Arrangement of terrace steps - 39.1 m2  
• Dismantling of "cold bridges" - 7.68 m3  
• Reinforcement of metal balks - 3.6 m2

***Communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena", Kryvyi Val str., 13, Lutsk***

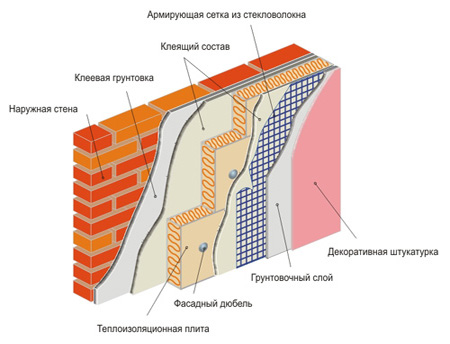
• Insulation of walls and a socle - 3151 m2, incl. slopes of 383 m2.  
• Replacement of doors - 16.85 m2 for energy-efficient reinforced-plastic,  
• Replacement of windows - 180.35 m2 for energy-efficient reinforced-plastic;  
• Roof insulation - 974 m2 type 3  
• Dismantling of "cold bridges" - 24 m3

**3. Basic requirements for the execution of works:**

3.1 Requirements for the execution of design work:  
3.1.1 To develop the estimated documentation in accordance with the Decision No. 45 of the Ministry of Regional Development, Construction and Housing and Utilities of Ukraine dated 16 May 2011 "On Approval of the Procedure for the Development of Project Documentation for the Construction of Objects" for the implementation of part one of Article 31 of the Law of Ukraine "On the Regulation of Urban Development" and State Building Norm A.2.2-3: 2014 "Composition and contents of the design documentation for construction". The volumes of works are specified when developing the project documentation. The proposed cost should take into account all necessary materials for the implementation of the measure, taking into account the requirements of the technical specifications, including:  
a) for walls, a socle, slopes - a glue for wool, putty, first coats, paints, profiles, dowels, self-cut, window sills, etc.;  
b) for replacement of windows and doors - mounting foam, anchors, materials for arranging internal slopes (drywall sheets, putty, paint, glue, profiles, etc.);  
c) fittings, pressure gauges, thermometers, etc. (in accordance with the following schematic diagram).  
3.1.2 Determine the certified project organization that will develop the project and carry out the author's supervision of the execution of works, order the required state expertise of the project, and inform the State Technical Building Inspectorate of the beginning of the reconstruction.  
3.1.3 Ensure the author's supervision of the construction in accordance with the Resolution of the Cabinet of Ministers of Ukraine of 11July, 2007 No 903 "On Authorized and Technical Supervision in the Construction of an Architectural Object" and in accordance with Art. 4 of the Law of Ukraine "On Architectural Activities".

3.2 Requirements for work execution  
The proposed cost should take into account all the necessary materials for carrying out the specified measure, taking into account the requirements of the technical specifications, including:  
a) for walls, base, slopes - a glue for wool, putty, first coats, paints, profiles, dowels, screws, humps, etc.;  
b) replacement of windows and doors - mounting foam, anchors, materials for arranging internal slopes (hip-sackboard sheets, putty, paint, glue, profiles, etc.), etc.;  
c) fittings, pressure gauges, thermometers, etc.

3.2.1 External insulation of wall constructions and a socle  
Outdoor enclosures are not translucent design consists of bearing and self-supporting walls, a layer of glue, insulating boards - facade mineral wool with a density not lower than 135 kg / m3, additionally secured by means of dowels, protective layer, reinforced glass fiber, a layer of special primer and decorative coating (bark ), a facade paint. Walls with insulation from mineral wool slabs, a waterproof layer and a decorative and plaster layer, on the indicator of the ability to propagate fire from the outside, belong to the group non-fire. The required thickness of the insulating layer is taken in accordance with the heat engineering calculations with the achievement of the coefficient of heat transfer resistance not lower than R = 3,3 (m2 × OS / Wt). Using mineral wool on a synthetic binder (thermal conductivity of mineral wool λ = 0,042 W / mK. The final thickness of the heater, the choice of type and the mark must correspond to the basic physical and mechanical characteristics of mineral wool, the requirements of the current norms of Ukraine, the normative coefficient of heat transfer, confirmed by calculation. Exterior wall structures in contact with the soil are insulated to a depth of 1.0 m below the surface of the soil.  
Provide insulation of the gap of the outer slopes .  
Foresee the insulation of the outer surface of the socket wall below the level of the load floor of the ground floor and the waterproofing of the drain. Warm insulation of the walls of the socket to heat-insulating slabs of the appropriate type and density.  
Provide arrangement of a metal parapet along the perimeter of the roof to protect the insulated wall from direct drainage of rainwater.  
Provide replacement of existing drafts of window constructions (increase on the thickness of the insulation layer).  
Passport of facade decoration, color decision to pre-agree with the Customer and profile management of the Lutsk City Council.  
The area of ​​the walls of buildings, where the work on insulation is foreseen, needs to be clarified when designing, and drawing up the estimated documentation based on dimensional drawings.  
When insulation of external wall constructions it is necessary to follow the following normative documents:  
State Building Norm B.2.6-33: 2008 Constructions of exterior walls with facade insulation. Requirements for design, installation and operation;  
State Building Norm B.2.6-36: 2008 Constructions of buildings and structures. Structures of exterior walls with facade heat insulation and prefabricated plaster. General specifications;  
State Building Norm B.2.6-31: 2016 Design of buildings and structures "Thermal insulation of houses"



*Fig. 1.* Facade. The technology of insulation of the exterior wall and the socle

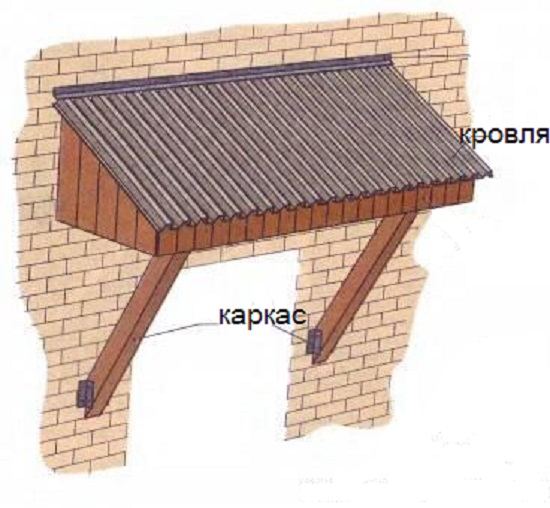


Fig. 2. The option of installation of the roof overhand

3.2.2 Insulation of the basement

The construction of the basement insulation is a constructive solution in which the thermal insulation layer is attached to the supporting wall part by means of glue and mechanical fastening devices for applying a coating covering to a layer of thermal insulation intended to provide normative values ​​of the thermal engineering parameters of wall structures in accordance with the requirements of State Building Norm B .2.6-31, protection of structures from the influence of the environment, ensuring the normal microclimate of the premises and providing facades of buildings and structures of attractive aesthetic First look and design principles for the implementation of energy savings under the provisions of State Building Norm B.1.2-11  
To insulate the foundation, insulating plates made of extracted foam polystyrene with a thickness of 50 mm are used (together with all additional materials to preserve the insulation technology in accordance with the design documentation). Work on the arrangement of structures of the foundation thermal insulation with the finishing and control of the quality of the work performance must be carried out in accordance with State Standard of Ukraine B В.2.6-36: 2008, according to State Building Norm B.2.6-33: 2008 and State Building Norm B.2.6.-22-2001 "Arrangement coverings using dry building mixtures".  
Works on the arrangement of the facade insulation with plaster should be carried out at an ambient temperature not lower than + 5degrees and not higher than + 30 degrees.

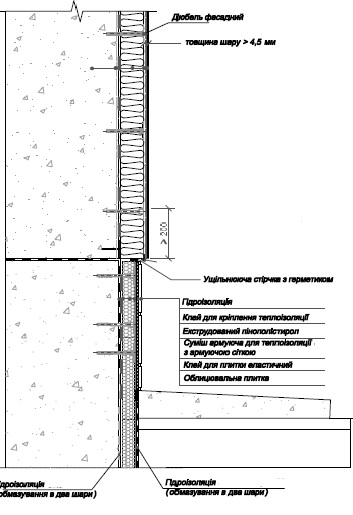


Fig. 3.Variant of the facade insulation

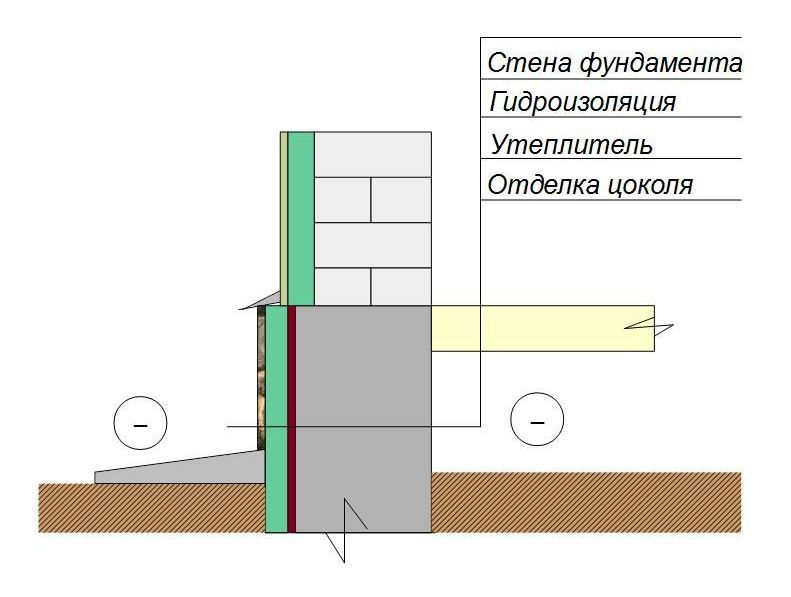


Fig. 3. Insulation the socle with the arrangement of concrete blind area

Installation of the construction with facade insulation should be performed in the following order:  
- installation of scaffolding and lifting-transport equipment;  
- a review (if necessary, a detailed survey) of the technical condition of the enclosing structures of facades of the building;  
- preparation of the surface of the wall for work on insulation (cleaning, grounding, alignment if needed);  
- the layout of the mechanically fixing fasteners;  
- preparation of glutinous mixture;  
- application of glutinous mixture on the surface of insulation boards;  
- fastening of heat-insulating material boards on the surface of protective structures by means of glue mixture and mechanically fixing elements (dowels, anchors, studs, etc.);  
- preparation and application of a protective layer of a mixture on a heat-insulating layer with drowning in its reinforced mesh of alkali-resistant fiberglass;  
- application of a protective layer of a mixture;  
- application of agdezic grounding coating layer;  
- preparation of plaster mixes of decorative protective layer;  
- application of decorative protective layer;  
- painting the facade of the building;  
- insulation of slopes;  
- installation of drainage on windows, etc.;  
- restoration of blind area of the building.

Input control of the materials forming part of the insulation systems is carried out by the contractor in accordance with the requirements of State Building Norms B В.2.6-36: 2008; State Building Norms B В.2.6-34: 2008 their characteristics must meet the requirements of normative documents for these materials and be confirmed by the relevant documents that allow them to be used in construction (certificate or declaration of conformity). In order to arrange the facade heat insulation constructions it is necessary to apply materials, the appointment and technical requirements of which are given in the tables (3.1-3.3) of the technical descriptions (attached).

Table 3.1. Technical requirements for heat-insulating materials boards.

|  |  |
| --- | --- |
| Characteristics | The value of the plate index on an organic basis |
| Density, kg / m3, not less | 145 |
| Thermal conductivity at 25 оС, Wt /m2 • K not more | 0.039 |
| Compressive strength limit at 10% deformation, MPa, not less | 0.08÷0.1 |
| The tensile strength in the direction of the thickness of the plate, MPa, not less | 0.08÷01 |
| Vapor permeability, mg / m • h • Pa, no less | 0.05 |
| Deviation of plate size, mm / m: |  |
| 1. in length; | ±2 |
| 1. in width; | ±2 |
| 1. in thickness; | ±1 |
| The difference in length diagonals, mm, not more | 4 |
| The term of effective operation | At least 25 probationary years |

Table 3.2.Technical requirements for glass cutters

|  |  |
| --- | --- |
| Characteristics | Normative value |
| Mass 1 м2, g: |  |
| for socle | 250-350 |
| for walls | 145-160 |
| The thickness of the thread, mm | 0.15-0.9 |
| Breaking load in the initial state, H/ 5 sm, not less (in both directions) | 1,500 |
| Breaking load by accelerated testing method, H/ 5 sm | Reduced burst load is not more than 30% |
| Disruptive load after 28 days of holding in 5% NaOH solution at a temperature from 18 degrees to 30 degrees, Н/5 sm | Reduced burst load is not more than 50% |

Table 3.3. The basic requirements for dowels for fastening of a heat-insulating layer

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Type dowels | Material of fencing construction | Depth of questionnaire, mm | Length of the dowel, mm | Diametr, mm | | Permissible pulling effort, kN |
| dowel | top |
| Screw with normal spray and screw | Massive material (concrete, brick and stones ceramic fullness; brick and stones silicate full; three-layer panels with a thickness of the outer concrete layer not less than 40mm) | 50 | 100-200 | 8; 10 | 60 | 0.5 - helical;  0.25 - clogged |

When designing the insulation of the walls, pay attention to the location of the outlets of the rainwater drainage system from the roof of the gymnasium and to take necessary measures to prevent the walls from drowning as a result of drainage of rainwater from the roof.

3.2.3 Replacement of windows and doors  
Window and door blocks must meet the requirements:  
• State Building Norms V.2.6-31: 2016 Design of buildings and structures "Thermal insulation of houses"  
• State Building Norms V.2.6-23: 2009 "Window and Door Blocks"  
In order to ensure maximum energy conservation, it is recommended to install window systems with an energy-absorbing double-glazed window with a plastic remote frame. Energy-efficient glass units are made from glass with ion-silver coating (i-glass).  
According to State Building Norms В.2.6 - 31: 2016 «Construction of buildings and structures. Thermal insulation of buildings ", it is recommended to install a two-chamber double-glazed window and five chamber reinforced-plastic profiles, but the heat transfer coefficient is not higher than 1.33 W / m2 \* K (for windows) and the heat transfer coefficient is not higher than 1.67 W / m2 \* K (for doors).



Fig. 4. The principle of operation of the energy-saving window

The windows should be fitted with fittings that allow the use of airing and microwaving modes. In the training rooms the windows should be equipped with air valves.  
In the project take into account all types of work on the preparation and installation, fastening products in the slots:  
1. Dismantling of the tide  
2. Dismantling of glass, doors (m2)  
3. Dismantling of box frame (units)  
4. Preparation of a window opening, including dismantling of plaster, which is detached, cleaning of surfaces.  
5. Preparation of the subfloor under the window sill (if necessary pruning of concrete), drafting of the act on hidden works (section of stone structures)  
6. Dismantling preparation of window and door structures (removal of doors, debris deafening, fastening of anchor plates, gluing steam and waterproofing tapes.  
7. Fixing the frames in the design position in the mounting areas (drawing up an act for hidden works)  
8. Fastening of constructions in the designed position (the performance of anchor plates). Removing the protective film from the outside of the profile.  
9. Gluing, hinged doors  
10. Plumbing of structures (drawing up an act on hidden works)  
11. Technological break (according to the recommendations of the manufacturer of foam)  
12. Foaming and gluing of the vapor barrier on slopes.  
13. Mounting of drainage on the window sill, underlayment. Installation of plugs on the window sill, decorations on the drain hole.  
14. Installation of building scaffolds, scaffolding for the installation of external slopes, as well as in the case of work inside the building at an altitude of more than 4.0 m.  
15. Installation of sheets of dry plaster.  
16. Mounting of perforated corner 20х20 (drawing up an act on hidden works)  
17. Placing surfaces (drawing up an act on hidden works)  
18. Grounding of surfaces (drawing up an act on hidden works)  
19. Painting of interior slopes:  
- during the dismantling and replacement of window units in the premises, which are exploited, destroyed when removing old windows, the surface of internal and external slopes is settled by a plaster solution.  
- on the surface of the quarter and slopes in the area of ​​gluing heat-insulating and vapor permeable tapes in 1-2 layers apply first coats;  
The windows must be equipped with a set of step-by-step ventilation, microwavigation or air valves  
The installation of products should not be carried out at an outside air temperature below -5 ° C.  
At the stage of working design, it is necessary to re-examine variants of double-glazed windows, specify requirements (parameters, completeness).

3.2.4 Arrangement of blind area along the socle of the building  
When installing the insulation along the base of the building, it is necessary to follow the following normative documents:  
The materials used must meet the requirements of GOST 9128-97 \* "Mixtures of asphalt concrete, airfield and asphalt concrete. Specifications";  
State Building Norms V.2.7-96-2000 "Building materials. Concrete mixes. Specifications" (GOST 7473-94);  
State Building Norms В2.1.10-2009 "Fundamentals and foundations of buildings";  
State Building Norms B.2.2-5: 2011 "Improvement of Territories";  
State Building Norms NBА.3.1-23: 2013 "Guidelines for carrying out works on arrangement of insulating, finishing, protective coatings of walls, floors and roofs of buildings and structures"  
General requirements:  
1. Bastard around the perimeter of buildings should be tightly adjacent to the socle of the building;  
2. In places not accessible for operation of mechanisms, the basis for extrusion can be manually sealed until the prints disappear from the strokes of the strain and the cessation of the shifts of the sealed material;  
3. The outer edge of the bastards within the straight sections must not have distortions along the horizontally and vertically more than 10 mm. Concrete frost resistance must meet the requirements that pre-appear to road concrete.  
4. On preparation of the basis (equality, quality of sealing) under the overshoot should draw up an act of inspection of the work involved.  
Technical requirements:  
1. Permissible deviations:  
1.1. the slope of the coating from the given - 0,2% of the width of the blind area;  
1.2. the surface of the asphalt or concrete coating from the plane when checked by a two-meter rail - 5 mm;  
1.3. the surface of gravel preparation from the plane when checked by a two-meter rail - 15 mm;  
1.4. thickness of the coating from the project - -5% - + 10%;  
1.5. the slope of bastard from the building should be not less than 1% and not more than 10%;  
2. It is not allowed in the concrete monolithic stacking of the presence of cracks, shells and cavities.

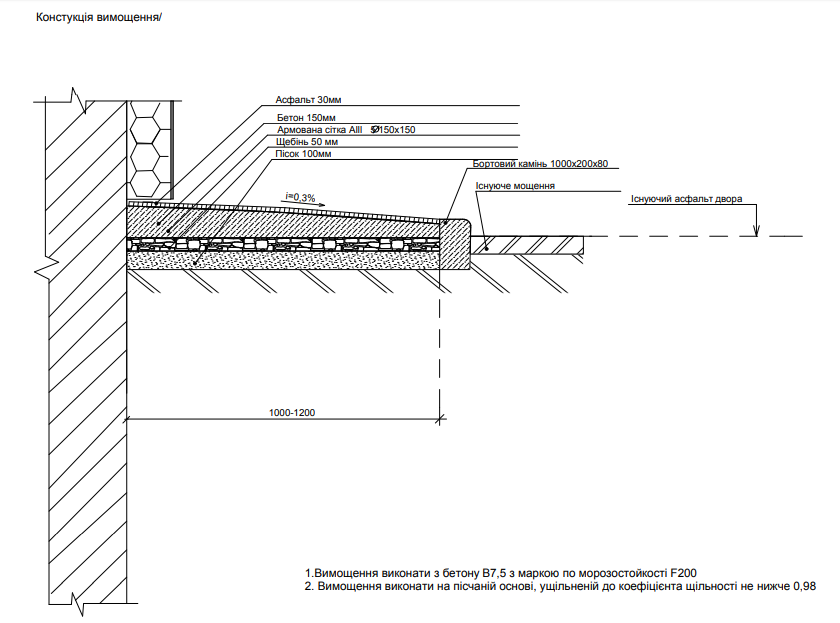


Fig. 5. Constructive scheme of blind area

3.2.5 Insulation of the roof:  
      The system of fastened external thermal insulation of buildings and structures is used. The roof of the building with the fastened system of thermal insulation is a multilayered structure consisting of an reinforced concrete slab, a vapor barrier, a layer of bulk heat insulation material from claydite of mineral wool insulation, a cement-sand bond, a layer of roofing material and a protective layer of gravel. The overlap with thermal insulation from mineral wool slabs on a synthetic bonding, waterproof layer and protective layer is one of the groups of combustible materials of non-fire. Necessary thickness of the insulating layer of vials (aerators)  
- arrangement of a monolithic leveling cement joint, 3 cm thick from the cement-sand mortar M150 and vapor barrier insulation from the membrane roofing material;  
- rehabilitation of heat protection coating due to its strengthening by mineral wool insulation;  
- arrangement of roof cover and adjoining walls and ventilation shafts using polymeric membranes;  
- replacement of wooden door blocks on metal fire-prevention at places of exits on the roof;  
-arrangement of flyovers (aerators);  
- replacement of the design of covering parapet walls and ventilation shafts and protection of galvanized steel;  
- arrangement of the organized drainage from roof covering of the sports hall;  
- replacing sheets of lantern steel frames of anti-aircraft lights with polycarbonate sheet with sealing lining and fastening with protective washers with rubber linings.



Fig. 6. 1.2 Insulation scheme of a flat roof (Type 1)



Fig. 6.3 Heating system of the tent roof (Type 3)

3.2.6 Replacement of the parapet of the roof  
When replacing a parapet roof should be guided by the following regulatory documents:  
State Building Norm V.2.2-9-2009 "Public buildings and facilities basic provisions";  
DSTU B V.2.6-49: 2008 "Structures of buildings and structures. Fence stairs, balconies and steel roofs. General specifications";  
State Building Norm V.2.6-163: 2010 except for sections 15 \* -19;  
State Building Norm V.2.6-163: 2010 "Steel structures. Design, manufacturing and installation standards".  
Constructive solutions to the parapet should prevent the soaking of the insulation layer.  
The minimum height of the parapet is 45 cm. At an insufficient height of the parapet, it is increased to the required with the use of building material, from which its existing part of parapet from above must be protected by a metallic apron from the devastating effects of rain, snow and wind. As an apron, galvanized steel and metal profiles are used.  
In the case of a steel apron, the latter must be firmly attached to the crutches and sealed in the joints.  
Parapets from metal are made of galvanized steel, it is recommended to paint with special paints, which will protect the galvanized surfaces as much as possible from the negative impact of the environment. Paints for galvanizing contain in their composition of polymer components that protect metal from corrosion.  
Parapets are made of 3 mm thick metal, which is covered with zinc, aluminum or polymers.  
 The combination of fragments of parapets is carried out by folding, flipping, or using rails. Screws or hardware for fastening parts of a parapet, which provides sealing washers or rings of the same color with fastening. There are fixing holes in the foreheads and pins, in which the fixing elements are clogged or screwed in. To protect the metal parapet from corrosion, the attachment points are closed with special stubs, and further processed on top of the sealant.

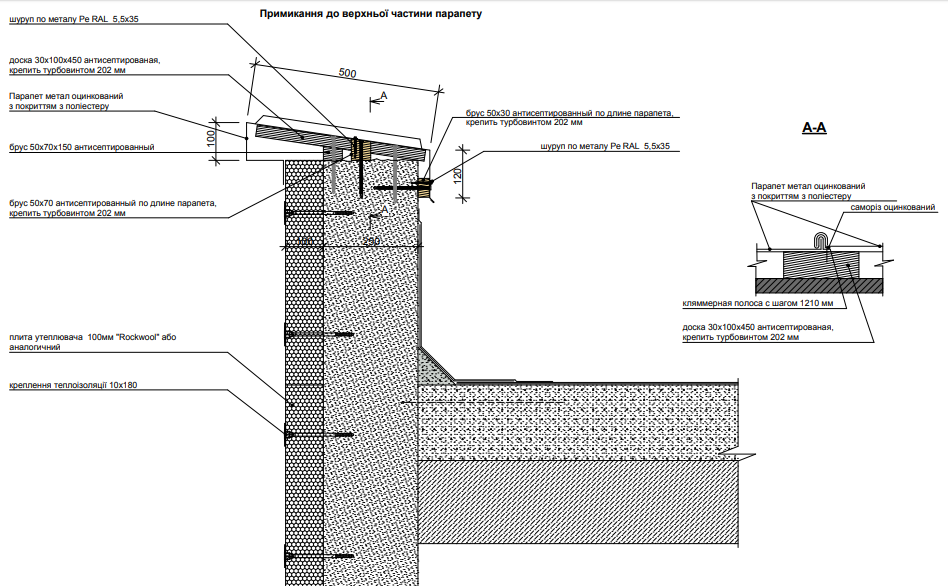
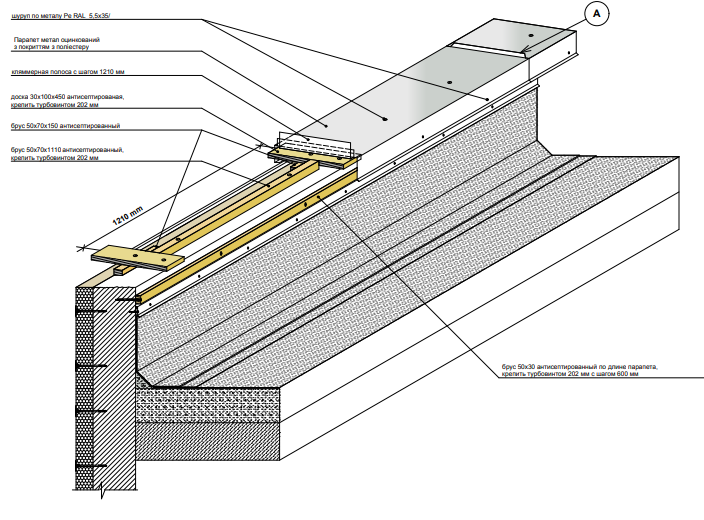


Fig. 7-8. Schemes for fastening the parapet of the roof

3.2.7. Ventilation channels setting  
In connection with the insulation of the roof type 1 there is a need to extend existing ventilation channels in the middle to a height of 400 mm.  
Ventilation channels are built by a masonry of silica brick, overlap with reinforced concrete slabs. If necessary, ventilation channels cleaned. The scope of work is specified when designing and compiling budget documentation.  
3.2.8. Reinforcement of metal balks  
The surface of metal balks should be cleaned of dust, dirt and loose rust. Apply the ANTICOR STANDARD "Amalaris" with a hard cloth or brush, apply an anti-corrosion primer GF-021. Surface-tufts with cement mortar M100 on a fabric mesh C063 × 0,25nu (GOST 3826-82 \*).  
3.2.9. Dismantling of reinforced concrete elements on facades, which serve as "bridges of cold"  
Before the insulation of the facades, the demolition of protruding reinforced concrete products (balconies, steps), lost its functional purpose.

1. Normative requirements  
Materials and equipment, methods of implementation of assembly and dismantling works, qualitative and quantitative characteristics of which must meet the requirements of the following normative documents:  
1. State Building Norm V.2.6-33: 2008 Constructions of exterior walls with facade insulation. Requirements for designing, arranging and operating.  
2. State Building Norm V.2.6-31: 2016 Construction of buildings and structures "Thermal insulation of buildings"  
3. State Building Norm V.2.6-31: 2016 "Construction of buildings and structures - Thermal insulation of buildings" (as amended on July 1, 2013)  
4. DSTU B V.2.6-23: 2009 "Window and Door Blocks"  
5. State Building Norm A.01.001-2014 "Rules of fire safety in Ukraine".  
6. State Building Norm V.1.1-7-2016 "Fire safety of construction projects"  
7. State Building Norm А.3.2-2-2009 "Labor protection and industrial safety in construction"  
8. State Building Norm А.3.1-5-2016 "Organization of construction production"  
9. Sanitary regulations for preschool educational establishments, approved by the order of the Ministry of Health of Ukraine dated March 24, 2016 under No 234.

2. Ecological requirements  
All work must be performed in accordance with the following requirements:  
• Law of Ukraine "On Protection of the Environment" dated 25.06.1991 No.1264-XII.  
• Law of Ukraine "On Environmental Impact Assessment" dated 23.05. 2017, No. 2059-VIII.  
• Law of Ukraine "On the Protection of Atmospheric Air" dated 16.10.1992, No. 2707-XII.  
• The Water Code of Ukraine dated 06.06.1995, No. 213/95-VR.  
• Law of Ukraine "On Waste" dated 05.03.1998, No. 187/98-VR.  
• Law of Ukraine "On ensuring sanitary and epidemiological well-being of the population" dated 24.02.1994, No. 4004-XII.  
  
Avoid using fluorine gases (SF6, PFC) in window construction. Use argon (xenon) or vacuum;  
Do not allow the use of foam polystyrene in the composition of thermal insulation materials (except for the insulation of the basement below the soil level);  
Disposal of dismantled materials and raw materials should be carried out in accordance with environmental requirements.

3. Requirements for the availability of licenses and certificates  
The tenderer must provide the following licenses and certificates 1. Construction license from:  
1.1. Appendix to the license, which lists all types of work required for project implementation.  
1.2. Definition of the class of responsibility - СС3, categories of complexity - V.  
2. Certificate of the Chief Engineer of the project, or Chief Architect of the project of bidders or subcontractors.  
3. Certificates of conformity on;  
3.1. Window and door blocks;  
3.2. Mineral wool insulation boards;  
3.3. Extruded polystyrene insulation boards;  
3.4. Facade paint;  
3.5. Roofing materials;  
3.6. Waterproofing materials;  
3.7. Additional requirements:

**Equivalence of standards and norms**

Referring in the Technical Specifications to the specific standards and norms that must be met by the Delivering Facility, the latest operating versions of such standards or norms should be used, unless otherwise expressly specified by the Technical Specifications. If such standards are national or country-specific, then other accepted standards that provide substantial equivalence to the standards and norms used must be acceptable.

**Requirements for work acceptance  
(i)** The Customer makes payments under the Contract in accordance with paragraph 11.1 of the Special Conditions of the Contract and accepts the performed work on the basis of the acts of the performed work (typical form No. KB-2b) and the certificates of the cost of the performed work (typical form No. 3-KB) signed by authorized representatives The parties within 5 calendar days from the date of signing the certificates on the cost of work performed (typical form number 3-KB), with the availability of funding. Acts of executed works (standard form No. КB-2в) must be drawn up according to the contractual price pre-formed by the contractor on the basis of the listings and budget documentation, in compliance with the provisions of State Standards Norm NBD.1.1-1: 2013, State Standards Norm NBD.1.1-2: 2013, State Standards Norm NBD.1.1-3: 2013, State Standards Norm NBD.1.1-4: 2013 with fulfillment of conditions of item (vii).

**(ii)** The Contract of Performance of Work (Standard Form No. KB-2b) is prepared by the Contractor and is submitted by the Contractor for signature to the Customer in paper and electronic form by the 25th day of the reporting month. During three days, the customer checks the correctness and reality of the act and signs it in part of the actual amount of work performed. A certificate on the cost of the work performed (typical form No. 3-KB) is prepared by the Contractor and is sent by the Contractor for signature to the Customer in paper form by the 28th of the month in which the work was performed. The Customer checks the correctness of the certificate within 3 days and signs it.

**(iii)** Final settlements for the work done with the Contractor shall be made 60 calendar days after the signing of the act of acceptance of the object in operation. The Customer has the right to delay the final calculations for the work performed on the Contractor's fault with defects and defects found at the acceptance of the object in operation , prior to their elimination and obligate the Contractor to eliminate deficiencies at their own expense.  
**(iv)** Procurement and warehouse costs are determined by the percentage recommended by the State Construction Board. Generally, administrative expenses are determined in accordance with Annexes B, C, D with the provision by the contractor of calculations, in accordance with Annexes A, D; paragraph 4.3.3, paragraph 4.3.3, paragraph 5.3.3.2, paragraph 5.3.3.DSTU-NBD.1.1-3: 2013. The amount of profit shall be determined in accordance with clause 6.3. and Appendix E of the State Standard NDU-DD. 1.1-3: 2013 The cost of material resources is accepted at prices that do not exceed those which are laid down in the Contract Price, and have documentary evidence (invoices for materials, calculations for materials of their own production). Calculation of expenses for transportation of material resources is provided by the Contractor taking into account clause 6.3.1.1. DSTU-N B D.1.1-3: 2013. Cost of operation of construction machinery and machinery in direct costs The Contractor determines, based on the standard operating time of machines, required to perform the volume of work proposed and the cost of operation of machines per unit time of their application in the prices stipulated by the Contract price, with the obligatory observance of paragraph 6.2.1.5., 6.2.2. DSTU-NBS.1.1-2: 2013 and the provisions of DSTU-NBD.1.1-4: 2013. If construction and installation work is planned to be carried out using the applicant's existing organization, instead of the stipulated machines and mechanisms, the applicant is obliged to replace the construction machinery, in accordance with paragraph 6.2.1.5 of the State Building Standard-NBD.1.1-2: 2013 and provide comparative calculations of replacement mechanisms. In the case of renting equipment, the cost of 1 machine/hour is accepted at the price established in the region, which is determined on the basis of analysis of the market of services for renting construction machines and mechanisms in the region and its adjacent territories (Paragraph 6.2.1.3 of DSTU-N.B.D.1.1-2: 2013). In the absence of the above analysis of the rental services market, the cost of 1 machine/hour is established within the limits of prices recommended by the Ministry of Regional Development of Ukraine. When signing a construction contract, the fact of equipment lease is confirmed by the provision by the winning participant of a copy of the relevant lease agreement.

**Requirements for inspection of work execution**

The Customer has the right to carry out, during the performance of the work, control and technical supervision of the quality, volume and value of the work performed by the estimates, the requirements of the normative documents, and the materials, designs, products - requirements of regulatory documents, including with the participation of specialized organizations, which are involved by the Customer on principles of concluding agreements with them, in which their functions and powers are determined, including the adoption of appropriate decisions on their behalf. In order to exercise control over the conduct of inspections, including with the participation of experts. Require a free repair of defects that arose as a result of violations committed by the Contractor. In such case, the damage to the reasonable amount incurred by the Customer shall be reimbursed by the contractor, including due to the corresponding reduction in the Contract Price. Terminate the Contract if the Contractor does not start work in the timely manner or performs them poorly, unskilled, violates the schedule of work execution, which is an integral part of the Contract. To initiate amendments to the Contract, which are executed by an additional agreement. Also has other rights stipulated by the Contract, the Civil and Commercial Codes of Ukraine, General Conditions for the conclusion and execution of contracts in capital construction and other acts of the legislation of Ukraine.

**General procedural requirements**

Contractor must:  
 - Start work only after the registration of the State Building Architecture Control declaration on the start of construction and installation work, to perform quality and timely work provided for in this Contract in accordance with the approved design and estimate documentation, normative and technical documentation, and hand over them in accordance with the procedure provided by building codes and rules and carry responsibility for the delivery of materials, equipment and quality of work performed to the Customer for all work performed by the involved organizations.  
 - To provide the Building Materials in a timely manner, observing the terms according to the Timetable of works’ execution. All materials and constructions that are used in construction and equipment must be certified and comply with the requirements in force on the territory of Ukraine.  
 - In the process of carrying out work to carry out a systematic, and after the completion of work - the final cleaning of workplaces from the remnants of materials and wastes that were formed during the execution of works fire prevention measures and fencing directly at workplaces.  
  - Observe the place of performance of work: rules of internal regulations, rules of safety and occupational safety, fire safety rules.  
 - To keep on the construction site one set of design documentation together with the changes to it and to provide it to the Customer at his request for use. Upon detection of miscalculations in it, the Contractor shall notify the Customer thereof in writing. The Customer is obliged to make changes in the technical documentation as soon as possible and to provide the revised variant to the Contractor.  
 - Take measures to prevent the transfer of the design documentation (copies, copies) to third parties without the consent of the Customer.  
 - In accordance with the procedure specified by the normative documents and the contract of employment, to conduct and send to the Customer after the completion of work documents on the performance of the contract.  
- To transfer to the Customer, in accordance with the procedure provided by the legislation and the contract, the completed works (construction object). The contractor shall ensure the full, high-quality and timely maintenance of the executive documentation provided for by the procedure and this Agreement, determines the persons responsible for its maintenance. At the completed stage works The Contractor shall transmit to the Customer one copy of the executive documentation.  
 - To attract engineering and technical staff and workers in order to perform the work in sufficient quantity and with the appropriate qualification. - To inform the Customer in advance and in writing about the possible slowdown or suspension of work from independent circumstances (at least 2 weeks)

**Guarantee**

The Contractor guarantees to the Customer the quality of the performed works under the current contract during the warranty period - 5 years, provided for construction and installation work from the moment of signing the act of the performed work, subject to compliance with the requirements of operation.  
In case of detection of defects during the warranty period, the Contractor undertakes to remove them at their own expense and within the deadline provided for by the defective act.  
The beginning of the warranty period is the date of signing the act of acceptance-transfer of completed works (construction object).

General procedural requirements  
The participant in the tender offer must provide information on the involvement of subcontractors for the execution of works.  
The participant in the tender offer must provide certified copies of the license (with appendixes) for carrying out a certain type of activity, as well as certified copies of licenses of subcontractors if they are involved.  
**\* Remark:** If in the TECHNICALSPECIFICATION of this Tender Document contains a reference to a specific trademark or company, patent, construction or type of the subject of the purchase, source of its origin or manufacturer, then such references should be read with the expression "or equivalent".

Delivery and Completion Schedule

The required date of arrival on the Project Site is no later than: ***31.05.2019***.

The required completion date is no later than: ***25.11.2019***.

|  |  |
| --- | --- |
| **Name of Plant or Related Works** | **Delivery Schedule** (dd/mm/yyyy) |
| Development of design documentation | 2-3 months after the conclusion of the contract |
| Supply of plant and materials | 2-3 months after receiving 1 tranche |
| External insulation of the walls and the socle, including the fitting of external slopes of windows and doors and other necessary work | 4-5 months after receiving 2 tranches |
| Decoration of walls of terrace steps | 4-5 months after receiving 2 tranches |
| Replacement of windows, fitting of internal slopes, installation of window sills and other necessary works | 4-5 months after receiving 2 tranches |
| Replacement of doors, fitting of internal slopes and other necessary works | 4-5 months after receiving 2 tranches |
| Arrangement of an blind area along the base of the building. Width 1,0-1,2 m. | 4-5 months after receiving 2 tranches |
| Extension of the parapet and ventilation channels | 4-5 months after receiving 2 tranches |
| Replacement of the parapet of the roof | 4-5 months after receiving 2 tranches |

The schedule of work execution is developed by the contractor for each school separately according to the types of work on the basis of design and estimates documentation and normative terms of construction and installation work. Schedule of work execution is an integral part of the contract agreement.

III. Technical Specifications and Statement of Compliance

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Technical Specification** | **Statement of Compliance with Comments\*** |
|  | \* Tenderers must provide the following details in the space provided: Manufacturer name, make, model, ‘comply’ or ‘not comply’ as appropriate, and if ‘not-comply’ all technical deviations must be clearly set out alongside the appropriate line in the specification. Comments such as “blanket compliance” are not acceptable. Compliance statements shall be supported by manufacturers’ leaflets or readable photocopies. A completed ‘Technical Specifications and Statement of Compliance’ must be submitted as a part of the Tenderer’s Tender in accordance with TDS 11.1. | |
| **1** | ***[Insert name of item and required technical specifications]*** | Manufacturer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Make:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Model:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (*these details must be provided for all items*) |
| **2** |  |  |
| **3** | Related Services |  |

**Equivalence of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the Plant to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Specifications. Where such standards and codes are national or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

**Section V. General Conditions of Contract**

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| These General Conditions (GC), read in conjunction with the Particular Conditions (PCC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties. | | |
| 1.  General Provisions | | |
| 1.1 Definitions | | |
|  | In the Conditions of Contract (“these Conditions”), which include the Particular Conditions and these General Conditions, the following words and expressions shall have the following stated meanings. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise. | |
| 1.1.1 The Contract | | |
| 1.1.1.1 | “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance. | |
| 1.1.1.2 | “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement]. | |
|  | “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. | |
|  | “Contract Price” means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. | |
|  | “Completion” means the fulfillment of the Related Works by the Contractor in accordance with the terms and conditions set forth in the Contract. | |
| 1.1.1.3 | “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving of the Letter of Acceptance means the date of signing the Contract Agreement. | |
| 1.1.1.4 | “Letter of Tender” means the document entitled Letter of Tender, which was completed by the Contractor and includes the signed offer to the Employer for the Plant and Works. | |
| 1.1.1.5 | “Specification” means the document entitled Technical Specification and Statement of Compliance, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Plant and Works. | |
| 1.1.1.6 | “Drawings” means the drawings of the Plant , as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract. | |
| 1.1.1.7 | “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists, and schedules of rates and/or prices. | |
| 1.1.1.8 | “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract. | |
|  | “GCC” means the General Conditions of Contract. | |
|  | “PCC” means the Particular Conditions of Contract. | |
| 1.1.2 | Parties and Persons | |
| 1.1.2.1 | “Party” means the Employer or the Contractor, as the context requires. | |
| 1.1.2.2 | “Employer” means the person named as Employer in the PCC and the legal successors in title to this person. | |
| 1.1.2.3 | “Contractor” means the person(s) named as Contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s). | |
| 1.1.2.4 | “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Plant or the Related Works; and the legal successors in title to each of these persons. | |
| 1.1.2.5 | “NEFCO” means the financing institution (if any) named in the PCC. | |
| 1.1.2.6 | “Borrower” means the person (if any) named as the borrower in the PCC. | |
| 1.1.3 | Money and Payments | |
| 1.1.3.1 | “Contract Price” means the price defined in Clause 9, The Contract Price, and includes adjustments in accordance with the Contract. | |
| 1.1.4 | Plant and Related Works | |
| 1.1.4.1 | “Plant” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the Contract. | |
| 1.1.4.2 | “Related Works” means the works supplementary to the supply of the Plant, such as installation or supervision of installation, commissioning, training and initial maintenance and other such obligations of the Contractor under the Contract. | |
| 1.1.5 | Other Definitions | |
| 1.1.5.1 | “Employer’s Country” is the country specified in the PCC. | |
| 1.1.5.2 | “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority. | |
| 1.1.5.3 | “Project Site,” where applicable, means the place named in the PCC. | |
| 1.1.5.4 | Incoterms (a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms. (b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the PCC, and published by the International Chamber of Commerce, Paris, France . | |
| 1.2 Communications | | |
|  | Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be | |
|  | in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PCC. | |
|  | Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. | |
| 1.3 Law and Language | | |
|  | The Contract shall be governed by the law of the country or other jurisdiction stated in the PCC.  The ruling language of the Contract shall be that stated in the PCC. | |
| 1.4 Priority of Documents | |
|  | The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:  (a) the Contract Agreement (if any),  (b) the Letter of Acceptance,  (c) the Letter of Tender,  (d) the Particular Conditions  (e) these General Conditions,  (f) the Specification,  (g) the Drawings, and  (h) the Schedules and any other documents forming part of the Contract.  If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction. |
| 1.5 Contract Agreement | |
|  | The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer. |
| 1.6 Assignment | |
|  | Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party |
|  | may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party. |
| 1.7 Copyright | |
| 1.7.1 | The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party. |
| 1.8 Compliance with Laws | |
|  | The Contractor shall, in performing the Contract, comply with applicable Laws. |
| 1.9 Inspections and Audit by NEFCO | |
|  | The Contractor shall permit NEFCO and/or persons appointed by NEFCO to inspect the Site and/or the Contractor’s (including its subsuppliers, contractors, subcontractors, consultants or subconsultants) accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by NEFCO if required by NEFCO. |
|  | The Contractor shall maintain all documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.  The Contractor shall provide any documents necessary for the investigation of allegations of Prohibited Practices and require its employees or agents with knowledge of the Contract to respond to questions from NEFCO. |
| 2. Prohibited Practices | |
| 2.1 | NEFCO requires that Borrowers (including beneficiaries of NEFCO loans) and beneficiaries of the NEFCO financing (including grant beneficiaries), as well as tenderers, suppliers, subsuppliers, contractors, subcontractors, concessionaires, consultants and subconsultants under NEFCO financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, NEFCO:  (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;(ii) “fraudulent practice” means 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;(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and(v) “theft” means the misappropriation of property belonging to another party. (b) will cancel the portion of the NEFCO financing allocated to a contract for Plant & Equipment, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the NEFCO financing during the procurement or the execution of that contract, without the Borrower or the beneficiary having taken timely and appropriate action satisfactory to NEFCO to remedy the situation;  (c) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a NEFCO-financed contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a NEFCO-financed contract; and  (d) reserves the right, where a Borrower, a beneficiary of the NEFCO financing or a firm has been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions, to have engaged in Prohibited Practices  i) to cancel all or part of the NEFCO financing for such Borrower or beneficiary; and  ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a NEFCO-financed contract.  2.2 The Employer reserves the right to terminate the contract if it becomes probable in the reasonable opinion of the Employer that the Contractor and/or its Subcontractors or any representative of the same have engaged in any Prohibited Practice. |
| 3. Eligibility | |
| 3.1 | The Contractor and its Subcontractors shall have the nationality of an Eligible Country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. |
| 3.2 | All Plant & Equipment and Related Services to be supplied under the Contract and financed by the NEFCO shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Plant & Equipment have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| 4 Notices | |
| 4.1 | Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt. |
| 5. Settlement of Disputes | |
| 5.1 | The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract. |
| 5.2 | If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC. |
| 5.3. | Notwithstanding any reference to arbitration herein,   1. the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and 2. the Employer shall pay the Contractor any monies due the Contractor. |
| 6 Scope of Works | |
| 6.1 | The Plant & Equipment and Related Works to be supplied shall be as specified in Section IV, Employer’s Requirements. |
| 7. Delivery | |
| 7.1 | The Delivery of the Plant & Equipment and Completion of the Related Works shall be in accordance with the Delivery and Completion Schedule specified in Section IV, Employer’s Requirements. The shipping and other documents to be furnished by the Contractor are specified in the PCC. The documents specified therein shall be received by the Employer before arrival of the Plant & Equipment and, if not received, the Contractor shall be responsible for any consequent expenses. |
| 8. Contractor’s Responsibilities | |
| 8.1 | The Contractor shall supply all the Plant & Equipment and Related Works included in the Scope of Works in accordance with GCC 6, and the Delivery and Completion Schedule, as per GCC 7. |
| 9. Contract Price | |
| 9.1 | Unless otherwise prescribed in the PCC, the Contract price shall be fixed throughout the duration of Contract performance. |
| 10. Terms of Payment | |
| 10.1 | The Contract Price shall be paid as specified in the PCC. |
| 11. Taxes and Duties | |
| 11.1 | For Plant manufactured outside the Employer’s country the Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Employer’s country. |
| 11.2 | For Plant manufactured within the Employer’s country the Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Plant & Equipment to the Employer. |
| 11.3 | If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the Employer’s Country, the Employer shall use its best efforts to enable the Contractor to benefit from any such tax savings to the maximum allowable extent. |
| 12. Performance Security | |
| 12.1 | If so required in the PCC, the Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract of the amount specified in the PCC. |
| 13. Subcontracting | |
| 13.1 | The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract. |
| 13.2 | Subcontracts shall comply with the provisions of GCCs 2 and 3. |
| 14. Specifications and Standards | |
| 14.1 | The Contractor shall ensure that the Plant and Related Services comply with technical requirements, as specified in Section IV, Employer’s Requirements. |
| 15. Packing and Documents | |
| 15.1 | The Contractor shall provide such packing of the Plant as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Plant’s final destination and the absence of heavy handling facilities at all points in transit. |
| 15.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Employer. |
| 16. Insurance | |
| 16.1 | The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the start date of works to the end of the defects liability period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:   1. loss of or damage to the Works, Plant, and Materials; 2. loss of or damage to Equipment; 3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and 4. personal injury or death.    1. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.    2. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.    3. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.   Both parties shall comply with any conditions of the insurance policies. |
| 17. Transportation | |
| 17.1 | Unless otherwise specified in the PCC, responsibility for arranging transportation of the Plant shall be in accordance with the specified Incoterms. |
| 18. Inspections and Tests | |
| 18.1 | The Contractor shall at its own expense and at no cost to the Employer carry out all such tests and/or inspections of the Plant and Related Services as specified in the PCC. |
| 19. Liquidated Damages | |
| 19.1 | If the Contractor fails to deliver any or all of the Plant, by the date(s) of delivery, or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC 24. |
| 20 Warranty | |
| 20.1 | The Contractor warrants that the Plant is new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. |
| 20.2 | The Contractor further warrants that the Plant shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. |
| 20.3 | Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Plant & Equipment, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months after the date of shipment, from the port, or place of loading in the country of origin, whichever period concludes earlier. |
| 20.4 | The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects. |
| 20.5 | Upon receipt of such notice, the Contractor shall, within the period specified in the PCC, expeditiously repair or replace the defective Plant or parts thereof, at no cost to the Employer.  If having been notified, the Contractor fails to remedy the defect within the period specified in the PCC, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor’s risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract. |
| 21. Limitation of Liability | |
| 21.1 | Except in cases of gross negligence or willful misconduct:   1. the Contractor shall not be liable to the Employer, whether in contract, in tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and 2. the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. |
| 22. Force Majeure | |
| 22.1 | The Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |
| 22.2 | For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but are not limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.  If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 23 Change Orders and Contract Amendments | |
| 23.1 | The Employer may at any time order the Contractor through notice in accordance with GCC 4, to make changes within the general scope of the Contract. |
| 23.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. All requests by the Contractor to make adjustments under this clause must be presented within twenty eight (28) days from the day the Contractor has received the order of the Customer about the changes. Prices for payment by the Contractor for any related work that may be required but not included in the Contract shall be agreed upon by the Parties in advance and shall not exceed the preferential rates specified by the Contractor for similar services to the other parties. |
| 23.3 | Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties. |
| 24. Termination | |
| 24.1 | Termination for Default  The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part: |
|  | 1. if the Contractor fails to deliver any or all of the Plant & Equipment within the period specified in the Contract, or within any extension thereof granted by the Employer; 2. if the Contractor fails to perform any other obligation under the Contract; or 3. if the Contractor, in the judgment of the Employer, has engaged in Prohibited Practices, as defined in GCC 2, in competing for, or in executing the Contract. |
| 24.2 | Termination for Insolvency  The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer. |

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| Section VI. Particular Conditions of Contract |
| The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. |

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| **GCC reference** | **Particular Conditions of Contract** |
| **1** | **General Provisions** |
| **1.1.2.2** | The Employer is ***Capital Construction Department of Lutsk City Council*** |
| **1.1.2.5** | The financier is: **NEFCO (**Nordic Environment Finance Corporation) International Financial Institution established according to agreement between Nordic Countries – Denmark, Finland, Iceland, Norway and Sweden – having its headquarters in Helsinki at the address: Fabianinkatu 34, FIN-00100, Helsinki, Finland and operating according to its Charter, operates in Ukraine on the basis of the Framework Agreement between NEFCO and the Government of Ukraine dated 21 September 2010 No.2533. |
| **1.1.2.6** | The Borrower of NEFCO loan is: ***Lutsk City Council*** |
| **1.1.6.1** | The Employer’s Country is: **Ukraine** |
| **1.1.6.5** | The Project Site is: ***the communal institution "Lutsk Specialized Children-Youth Sports School of the Olympic Swimming Pool"; Palace of Student Youth, building 1 in the City of Lutsk; Palace of Student Youth,building 2 in the City of Lutsk; communal institution "Lutsk Art School"; Communal institution "Lutsk Music School No. 1 named after Fryderyka Shopena".*** |
| **1.3** | The governing law is that of: **Ukraine**.  The language for communications is Ukrainian and English. Foreign Contractors need to ensure translation/interpretation into Ukrainian.  The ruling language of the Contract is: English for foreign Contractors and Ukrainian for Ukrainian Contractors***.*** |
| **4** | **Notices** |
| **4.1** | For **notices**, the Employer’s address shall be:  Attention: **Leonid Karaban**  Street Address: **Bohdana Khmelnytskogo,19**  Floor/ Room number: **2/206**  City: **Lutsk**  Postal Code: **43025**  Country: **Ukraine**  Telephone: ***+ 38*** (***0332) 272 4956***  Facsimile number: + 38 (***0332) 272 314 8***  Electronic mail address: ***ukb@lutskrada.gov.ua*** |
| **5** | **Settlement of Disputes** |
| **5.2** | The rules of procedure for arbitration shall be as follows: |
|  | (a) In the case of a dispute between the Employer and a Ukrainian Contractor, the dispute shall be referred to adjudication/arbitration in accordance with the laws of Ukraine.  (b) In the case of a dispute between the Employer and a foreign Contractor, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.  (c) The place of arbitration shall be the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine (Kyiv, Ukraine).  (d) The arbitration proceedings shall be conducted in the language governing the Contract.  Notwithstanding any referral of a dispute to arbitration herein:  (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and  (b) the Employer shall pay the Contractor any monies due the Contractor. |
| **7** | **Delivery** |
| **7.1** | The shipping and other documents to be furnished by the Contractor are: |
|  | (a) For Plant supplied from outside Ukraine: the Plant shall be delivered DDP (place of destination).  Upon shipment, the Contractor shall notify the Employer and the Insurance Company by fax of the full details of the shipment, including: Contract number; description of Plant; quantity; the number and date of the usual transport document (such as railway or road consignment note, bill of lading, or multimodal transport document); date of shipment; expected date of arrival; vessel and ports of loading and discharge, if appropriate.  The Contractor shall mail the following documents to the Employer, with a copy to the Insurance Company:  (i) copies of the Contractor’s invoice showing the Plant description, quantity, unit price and total amount;  (ii) original and 3 copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and 3 copies of non-negotiable bill of lading;  (iii) copies of packing list identifying contents of each package;  (iv) insurance certificate;  (v) Manufacturer’s/Contractor’s warranty certificate;  (vi) inspection certificate, issued by the nominated inspection agency and the Contractor’s factory inspection report;  (vii) certificate of origin  The above documents shall be received by the Employer at least one week before arrival of the Plant at the port or place of arrival, and, if not received, the Contractor will be responsible for any consequent expenses. |
|  | (b) For Plant supplied from within Ukraine: the Plant shall be delivered at Site.  Upon delivery of the Plant to the transporter, the Contractor shall notify the Employer and mail the following documents to the Employer:  (i) copies of the Contractor’s invoice showing the Plant description, quantity, unit price and total amount;  (ii) delivery note, railway receipt or truck receipt;  (iii) Manufacturer’s or Contractor’s warranty certificate;  (iv) inspection certificate issued by the nominated inspection agency, and the Contractor’s factory inspection report;  (v) evidence of payment of customs duties or other similar import taxes on directly imported components incorporated in the Plant.  The above documents shall be received by the Employer before arrival of the Plant and, if not received, the Contractor will be responsible for any consequent expenses. |
|  | Works:  (i) copy of the Contractor’s invoice, which should provide a full description of the Works performed, and/or other documents as required by the Employer. |
| **10** | **Terms of payment** |
|  |  |
| **10.1** | The terms of payment shall be as follows: |
|  | All payments under the Contract shall be made in Hryvnia at the official exchange rate to Euro of the National Bank of Ukraine on the date of payment.  The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:  (a) Payment for Plant and Related Works shall be made in the currency of contract in the following manner:  (i) Advance payment: Twenty (20) percent of the Contract Price shall be paid within sixty (60) days of signing the Contract, and upon submission of Advance payment security and invoice by Contractor;  (ii) Intermediate payment: Sixty (60) percent of value of supplied Plant and of measured value of completed Related Works during the period shall be invoiced by the Contractor. These Contractor’s respective invoices/forms, shall be confirmed by Employer and shall be paid within sixty (60) days upon submission of documents proving the supply of Plant & Materials and completion of works for the respective amount; and  (iii) On acceptance: Twenty (20) percent of the Contract Price of the Plant and Related Works shall be paid within sixty (60) days of Plant testing and commissioning, upon submission of a claim supported by the acceptance certificate issued by the Employer for the respective Plant and Related Works, and documents proving full and complete invoicing in accordance with (i) and (ii) above. |
| **12** | **Performance Security** |
| **12.1** | A performance security shall be required; it shall be issued in the name of the Employer and it shall be stated as beneficiary with regard to any payments under the security.  The amount of performance security shall be 10% of the Contract Price**.** |
| **12.2** | Performance security should be in a form of bank guarantee in the name of Employer corresponding to Section VII below, and should be from the bank that is acceptable to NEFCO. |
| **12.4** | After delivery and acceptance of the Plant, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Contractor’s warranty obligations in accordance with GCC Clause 20.3 |
|  |  |
| **15** | **Packing and Documents** |
| **15.2** | The packing, marking and documentation within and outside the packages shall be:  The package shall be suitable for crane and manual removals, wagon or truck haulage.  The following Ukrainian and English text (English is optional for goods supplied from Ukraine) shall be marked on two visible opposite sides of the packages with package marking labels or indelible ink:  Markings:  Receiver and Address  Sender  Contract No.  Contractor ref. No.  Code of package and numbers (According to the Employer’s instructions)  Net kg  gross kg  length cm  width cm  height cm  A waterproof envelope including a copy of the packing list shall be fastened on the outside wall of each case. Another copy of the packing list shall be placed in the case and fastened onto the items or the inside wall of the case.  The Contractor is responsible for extra transportation and all costs involved and damages caused by shipment to a wrong address, and by incomplete and/or wrong marking.  In the event that the Goods has been packed incorrectly and not according to these instructions the Employer may repack the Goods at the Contractor's expense. All delays caused by this are the full responsibility of the Contractor.  Any written instructions given in addition to these by the Employer to the Contractor at any stage of the Contract prior to shipment must be fulfilled.  For the Goods supplied from outside Ukraine, the Contractor should submit such documents as required for importing the goods into Ukraine.  For the Goods supplied from within Ukraine, the Contractor shall provide documents that are required for the transported goods according to the Ukrainian legislation. |
| **16** | **Insurance** |
| **16.1** | The minimum insurance amounts and deductibles shall be:  (a) for loss or damage to the Works and Materials: ***100% of the Contract Price***  (b) For loss or damage to Equipment: ***100% of the object Price***.  (c) for loss or damage to property (except the Works and Materials) in connection with Contract ***100% of the Contract Price***.  (d) for personal injury or death:   * + - 1. of the Contractor’s employees: ***no less than UAH 1 000 000,00***.       2. of other people: ***no less than UAH 1 000 000,00***.   The Contractor has the right not to insure or only partly insure the risks in favour of the Employer if the Contractor has a valid insurance of responsibility to third parties which fully or partially covers the abovementioned risks of the Contractor in the amount not less than the above. |
| **18** | **Inspection and tests** |
| **18.1** | The inspections and tests shall be:  **Prior to shipment of Goods**   * + FAT (Factory Acceptance Test) including visual inspections and physical measurements.   **At the delivery**  The Plant will be inspected by the Employer during the Customs clearance or immediately after they have arrived at site, as appropriate. The conformity of the enclosed Plant shall be checked to be as stipulated in the documents. The Employer shall:   1. issue the Minutes of Arrival to the Contractor within three days after arrival of Goods to the Site, stating the date on which the Goods were delivered in accordance with the Contract; or 2. give reasons and specify the item to be finished by the Contractor to enable the Minutes of Arrival to be issued. The Contractor shall then complete this item before issuing a further notice under this Contract to receive the Minutes of Arrival.   The Contractor shall compensate all and any damage caused to the Employer in case of non-conformity of the Plant applied for custom clearance and plant actually supplied including compensation of all custom duties, taxes and penalties which shall be paid in order to supply the non supplied part.  **The Employer’s Acceptance**  The Plant shall be considered as taken over and accepted by the Employer when the Plant and Works are delivered according to the Contract and the Acceptance Certificate has been issued.  The Contractor may apply by notice to the Employer for Acceptance Certificate not earlier than 14 days before the Goods in the Contractors opinion are installed, passed all agreed tests and ready for taking over and acceptance.  The Employer shall, within 28 days after receiving the Contractor’s application:   1. issue the Acceptance Certificate to the Contractor, stating the date on which the Goods or lots and Services were completed in accordance with the Contract; or 2. reject the application, giving reasons and specifying the item to be finished by the Contractor to enable the Acceptance Certificate to be issued. The Contractor shall then complete this item before issuing a further notice under this Contract.   If signing of Acceptance Certificate is delayed not due to the Contractor’s fault, the Employer shall be deemed to have taken over and accepted the Plant not later than **12** months from the last delivery Minutes of Arrival date.  The Employer shall then issue the Acceptance Certificate accordingly, and Works (if not carried out yet) and Tests on Completion shall be carried out as soon as practicable, before the expiry date of the warranty period.  In addition to any other information the Acceptance Certificate shall contain the information of the Works rendered and the price of the Works rendered. By request of the Employer Parties shall sign separate acceptance certificate for Works which shall not be signed earlier then Acceptance Certificate for the Plant. |
| **19** | **Liquidated Damages** |
| **19.1** | The liquidated damage shall be: 0.5 % of the Contract Price per week.  The maximum percentage of liquidated damages shall be: 10% of the Contract Price. |
| **20** | **Warranty** |
| **20.3** | The period of validity of the warranty shall be **24** months from the date of Acceptance Certificate signed by the Employer***.*** |
|  | The Contractor shall promptly correct, at no cost to the Employer, any defect in any Plant or parts repaired or replaced pursuant to Clauses 20.3, 20.4 and 20.5 above, upon receipt of a written notice of defect within **12**months of the acceptance of the repaired or replaced Plant. |
| **20.5** | The period for repair or replacement shall be: **30 (thirty)** days. |

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| Section VII. Contract Forms |

This Section contains Contract Forms which once completed will constitute part of the Contract. The forms for the Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Tenderer after the contract award.

1. LETTER OF ACCEPTANCE

***[on letterhead paper of the Employer ]***

To: ***[name and address of the Contractor]*** . . . . . . . . . .

*. . . . . . .* ***[date]****. . . . . . .*

Subject: ***[Notification of Award Contract No]***. . . . . . . . . . .

This is to notify you that your Tender dated . . . . ***[insert date] . .*** . . for the execution of the . . . . . . . . . ***.[insert name of the contract and identification number]***. . . . . . . . . . for the amount of . . . . . . . . ***[insert*** ***amount(s) in figures and words and name(s) of currency(ies)]***, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are requested to furnish the Performance Security in the amount of *[insert amount(s) in figures and words and name(s) of currency(ies)]*  within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX (Contract Forms) of the Tender Document.

Authorised Signature:

Name of Signatory:

Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

2. Contract Agreement

THIS CONTRACT AGREEMENT is made on the ***[insert number]*** day of ***[insert month]***, ***[insert year]***.

BETWEEN

1. ***[insert complete name of the Employer]***, a ***[insert description of type of legal entity, for example, an agency of the Ministry of {insert name of Ministry/agency} of the Government of {insert name of Country of the Employer }, or corporation incorporated under the laws of {insert name of Country of the Employer }]*** and having its principal place of business at ***[insert address of the Employer ]*** (hereinafter called “the Employer”),

and

1. ***[insert name of the Contractor]***, a corporation incorporated under the laws of ***[insert country of Contractor]*** and having its principal place of business at ***[insert address of Contractor]*** (hereinafter called “the Contractor”).

WHEREAS the Employer invited tenders for Plant & Equipment and Related Services, described as ***[insert brief description of the Plant & Equipment and Related Services]*** and has accepted a Tender by the Contractor for the supply of these Plant & Equipment and Related Services, and the Employer agrees to pay the Contractor the Contract Price of ***[insert the accepted Contract Price in words and numbers]*** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

* + 1. the Letter of Acceptance
    2. the Letter of Tender
    3. the Addenda No.s . . . . . *[insert addenda numbers if any]*. . . . .
    4. the Particular Conditions
    5. the General Conditions
    6. the Employer’s Requirements
    7. the Drawings*;* and
    8. the completed Schedules.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to supply of the Plant & Equipment and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the supply of the Plant & Equipment and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of . . . . . ***[name of the borrowing country*]** . . . . . on the day, month and year indicated above.

|  |  |
| --- | --- |
| **Signed for and on behalf of the Employer:** | **…………………………………………………..** |
| Name: |  |
| Date: |  |
| **In the presence of** **Witness:** | **…………………………………….…………….** |
| Name: |  |
| Address: |  |
| Date: |  |
| **Signed for and on behalf the Contractor:** | **……………………………….…………….……** |
| Name: |  |
| Date: |  |
| **In the presence of** **Witness:** | **…………………………………………………..** |
| Name: |  |
| Address: |  |
| Date: |  |

3. Performance Security

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year)]

Tendering Process Reference: [insert no. and title of Tendering process]

Bank’s Branch or Office: [insert complete name of Guarantor]

**Beneficiary:** [insert complete name of Employer ]

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of the Contractor (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Plant & Equipment and related Services] and the remedying of any defects therein (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year],2 and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

**…………………………..[Signatures of authorised representatives of the bank]**

The Bank shall insert the amount(s) specified in the PCC and denominated, as specified in the PCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

2 Dates established in accordance with Clause 13.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Contractor under Clause 11.2 of the GCC intended to be secured by a partial Performance Guarantee. The Employer should note that in the event of an extension of the time to perform the Contract, the Employer would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Employer’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”

4. Advance Payment Security

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Tender Submission]*

Tendering Process Reference: *[insert number and title of Tendering process]*

*[bank’s letterhead]*

Beneficiary: *[insert legal name and address of Employer ]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We have been informed that . . . . . *[name of the Contractor]*. . . . . (hereinafter called “the Contractor”) has entered into Contract No. . . . . . *[reference number of the Contract]*. . . . . dated . . . . . . . .with you, for the supply of Plant and Related Works *[name of contract and brief description of Plant and Related Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . *[name of the currency and amount in figures]* 1. . . . . . (. . . . . *[amount in words]*. . . . . ) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . *[name of the Bank]*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[name of the currency and amount in figures]*\*. . . . . . (. . . . . *[amount in words]*. . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than performing his obligations under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . *[Contractor’s account number]*. . . . . at . . . . . *[name and address of the Bank]*. . . .

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

*. . . . . . . . . . . . . . [Seal of Bank and Signature(s)].*

*Note –*

*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

*1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*