**INVITATION FOR TENDERS**

**Ukraine**

**“Energy Efficiency in Public Buildings of Lutsk City”**

**INVITATION FOR TENDERS**

***Development of design documentation, delivery, installation and dismantling of plant and materials for thorough repair of the following objects: MI Educational Complex No.9 of Lutsk City Council (building1, building 2); MI School of I-II degrees No.11-Collegium of Lutsk City Council; MI School No.16of I-III degrees of Lutsk City Council (building 1, building2).***

***This Invitation for Tenders 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 07.08.2018.***

***The 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 project is co-financed by Eastern Europe Energy Efficiency and Environment Partnership (E5P) - a multi-donor fund managed by the EBRD and designed to promote energy efficiency investments in Ukraine and other eastern European countries.

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

* ***Municipal institution “Educational Complex No.9 of Lutsk City Council” on Potapova str., 30, Lutsk city***
* development of design documentation

***building 1***

* delivery and installation of heat-insulating materials for insulation of the facade and basement walls;
* delivery and installation of energy-saving reinforced plastic doors;
* delivery and installation of energy-saving reinforced plastic windows;
* insulation of the roof Type 3“pitched with attic floor”;
* repair of ventilation;
* restoration of porches;
* restoration of the blind area;
* restoration or replacement of windowsills;
* removal and disposal of waste.

***building 2***

* delivery and installation of heat-insulating materials for insulation of the facade and basement walls;
* delivery and installation of energy-saving reinforced plastic doors;
* delivery and installation of energy-saving reinforced plastic windows
* insulation of the roof Type 3“pitched with attic floor”;
* restoration of porches;
* restoration of the blind area;
* restoration or replacement of windowsills;
* removal and disposal of waste
* ***Municipal Institution School of I-II degrees No.11-Collegium of Lutsk City Council on Nalyvaika str,. 10B, Lutsk city***
* development of design documentation;
* delivery and installation of heat-insulating materials for insulation of the walls and socle;
* delivery and installation of energy-saving reinforced plastic doors and windows;
* installation of a parapet;
* restoration of external porches;
* insulation of the roof Type 1“compatible flat roof”;
* restoration of the blind area;
* build-up of the vent ducts;
* removal and disposal of waste
* ***Municipal Institution School of I-II degrees No.16 of Lutsk City Council on Korolova str.,7, Lutsk city***

development of design documentation

***building 1***

* delivery and installation of energy-saving reinforced plastic windows;
* installation of canopies over the areaways
* removal and disposal of waste

***building 2***

* delivery and installation of heat-insulating materials for insulation of the facade, roof and basement walls;
* delivery and installation of energy-saving reinforced plastic windows;
* insulation of the roof Type 1“compatible flat roof”;
* delivery and installation of energy-saving reinforced plastic doors;
* restoration of the blind area;
* interior finishing of replaced windows and doors (door and window slopes, windowsills);
* replacement of windowsills;
* removal and disposal of waste

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 ***3,000,000 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 in ***16.07.2019*** and end before ***30.08.2020***.

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.

Tenders must be delivered to the office at the address below on or before ***10:00 of 08.05.2019***, at which time they will be opened in the presence of those tenderers’ representatives who choose to attend.

Pre-tender meeting of Tenderers with the Employer for visiting the project site and discussion of technical and logistical issues will be held on ***09:00 of 12.04.2019***,at the address:***Volyn Region, Lutsk city, Bohdana Khmelnytskoho str., 19, 2nd floor, cabinet 206***.

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

**Leonid Vasylovych Karaban – the Head of the Capital Construction Department of the Lutsk City Council;  
 Employer: Capital Construction Department of the Lutsk City Council  
 Address: Bohdana Khmelnytskoho str., 19, 2nd floor, cabinet 206, Lutsk city, Volyn Region.  
 Telephone: +38 (03322)724956  
 Fax: +38 (03322)723148  
 E-mail: [ukb@lutskrada.gov.ua](mailto:ukb@lutskrada.gov.ua" \t "_blank)**

Date:25.03.19

**Tender Document for**

**Procurement of Plant**

**and Related Works**

**Procurement of:**

***Development of design documentation, delivery, installation and dismantling of plant and materials for thorough repair of the following objects: MI Educational Complex No.9 of Lutsk City Council (building1, building 2); MI School of I-II degrees No.11-Collegium of Lutsk City Council; MI School No.16 of I-III degrees of Lutsk City Council (building 1, building2).***

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

**TenderNo.: LTS-2**

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

**Country:** Ukraine

**Tender Document**

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| Section I. Instructions to Tenderers |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | 1. General | | |
| 1. Scope of Tender | | * 1. The Employer, the ***Capital Construction Department of Lutsk City Council,*** issues this tender document for the procurement of:   ***MI Educational Complex No.9 of Lutsk City Councilon Potapova str., 30, Lutsk city***   * development of design documentation   ***building 1***   * delivery and installation of heat-insulating materials for insulation of the facade and basement walls; * delivery and installation of energy-saving reinforced plastic doors; * delivery and installation of energy-saving reinforced plastic windows; * insulation of the roof Type 3 “pitched with attic floor”; * restoration of porches; * restoration of the blind area; * restoration or replacement of windowsills; * removal and disposal of waste   ***building 2***   * delivery and installation of heat-insulating materials for insulation of the facade and basement walls; * delivery and installation of energy-savingr einforced plastic doors; * delivery and installation of energy-saving reinforced plastic windows; * insulation of the roof Type 3 “pitched with attic floor”; * restoration of porches; * restoration of the blind area; * restoration or replacement of windowsills; * removal and disposal of waste   ***MI School of I-II degrees No. 11 - Collegium of Lutsk City Council on Nalyvaika str., 10B, Lutsk city***   * development of design documentation; * delivery and installation of heat-insulating materials for insulation of the walls and socle; * delivery and installation of energy-saving reinforced plastic doors and windows; * installation of a parapet; * restoration of external porches; * insulation of the roof Type 1“compatible flat roof”; * restoration of the blind area; * build-up of the vent ducts; * removal and disposal of waste   ***MI School of I-III degrees No.16 of Lutsk City Council on Korolova str., 7, Lutsk city***   * development of design documentation   ***building 1***   * delivery and installation of energy-saving reinforced plastic windows; * installation of canopies over the areaways; * removal and disposal of waste   ***building 2***   * delivery and installation of heat-insulating materials for insulation of the façade, roof and basement walls; * delivery and installation of energy-saving reinforced plastic windows; * insulation of the roof Type 1 “compatible flat roof”; * delivery and installation of energy-saving reinforced plastic doors; * restoration of the blind area; * interior finishing of replaced windows and doors (door and windowslopes, windowsills); * replacement of windowsills; * removal and disposal of waste | | | |
|  | | * 1. 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 recipient (hereinafter referred to as “the Recipient”) 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 of Public Buildings in 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 Borrowerand upon approval by NEFCO in accordance with the terms and conditions of the financing agreement between the Borrowerand NEFCO (hereinafter called the “LoanAgreement”), 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“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** | | 5.1 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 ***43025 Volyn Region, Lutsk city, Bohdana Khmelnytskoho str., 19, 2nd floor, cabinet 206***. The Employer will respond to any request for clarification, provided that such request is received prior to ***19.04.2019***, 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. 3. The Site is located in Ukraine:   ***MI Educational Complex No.9 of Lutsk City Council on Potapova str., 30, Lutsk city (building 1, building2);***  ***MI School of I-II degrees No.11 – Collegium of Lutsk City Council on Nalyvaika str., 10B, Lutsk city,***  ***MI School of I-III degrees No.16 of Lutsk City Council on Korolova str., 7, Lutsk city (building 1, building2).*** | | | |
| 1. Related Works роботи | | | | 10.1 The Related Worksare:  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 and Hryvnias at the time of the offer. | |
| 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 electroniccopy 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: *43025, Volyn Region, Lutsk city, Bohdana Khmelnytskoho str., 19, 2nd floor, cabinet 206*. | |
|  | | | | * 1. The inner and outer envelopes shall:      1. bearthe name and address of the Tenderer;      2. beaddressed 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 *10:00 of 08.05.2019*” | |
|  | | | | * 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 Employerat the address and no later than ***10:00 of 08.05.2019.*** | |
| 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. Definition 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 ITT 8. | |
| * 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.   2. 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 | |
| 1. 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 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 |  | | | | | | 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 |  | | | | | | 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. | |
| 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. | | | | |
|  | | | | |
| **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 annual turnover over the last **three (3) years** exceeded ***3,500,000 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.

|  |
| --- |
| Section IІІ. 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. 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]

**Price Schedules**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Price Schedule No. 1: Plant and Materials to Be Supplied** | | | | | | | | |
|  | | | | Date:  Tender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | |
|  | | | | | | | | | | |
| **Item** | | | **Опис** | | **Unit** | **Q-ty** | **Unit price: DDP at Site, with VAT (EUR)** | **Total price: DDP at Site, with VAT (EUR)**  **(***4* **x** *5***)** | | | |
| 1 | | | 2 | | 3 | 4 | 5 | 6 | | | |
| ***MI Educational Complex No.9 of Lutsk City Council on Potapova str., 30, Lutsk city*** | | | | | | | | | | | |
| ***building 1*** | | | | | | | | | | | |
| 1 | | | * Materials for insulation and finishing of external walls (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | m2 | 2,303.3 |  |  | | | |
| 2 | | | * Materials insulation and finishing of the soclesocletill the ground level (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | m2 | 132.6 |  |  | | | |
| 3 | | | Window blocks | | m2 | 60.085 |  |  | | | |
| 4 | | | * Door blocks | | m2 | 42.8 |  |  | | | |
| 5 | | | * Materials for finishing of slopes | | m2 | 637.9 |  |  | | | |
| - | | | * а) without insulation | | m2 | 0 |  |  | | | |
| - | | | * б) with insulation | | m2 | 637.9 |  |  | | | |
| 6 | | | * Materials for insulation of the tent roof (mineral wool plate, thickness 200 mm, density min. 180 kg/m3) | | m2 | 1,844 |  |  | | | |
| 7 | | | * Installation of ventilation | | m3/h | 700 |  |  | | | |
|  | | | * ***Related works*** | |  |  |  |  | | | |
| 8 | | | * Restoration of the blind area (flagstone and kerbstone) | | m2 | 167 |  |  | | | |
| 9 | | | * Decoration of windowsills (window boards) | | m2 | 14.4 |  |  | | | |
| 10 | | | * Renovation of porches | | m3 | 17 |  |  | | | |
| ***building 2*** | | | | | | | | | | | |
| 1 | | * Materials for insulation and finishing of external walls (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | | m2 | 2,810.2 |  |  | | | |
| 2 | | * Materials for insulation and finishing of the socles till the ground level (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | | m2 | 91.1 |  |  | | | |
| 3 | | * Window blocks | | | m2 | 174.612 |  |  | | | |
| 4 | | * Door blocks | | | m2 | 21.7 |  |  | | | |
| 5 | | * Materials for finishing of slopes | | | m2 | 559.8 |  |  | | | |
| - | | * а) without insulation | | | m2 | 0 |  |  | | | |
| - | | * б) with insulation | | | m2 | 559.8 |  |  | | | |
| 6 | | * Materials for insulation of the hip roof (mineral wool board, thickness 200 mm, density min. 180 kg/m3) | | | m2 | 1,562 |  |  | | | |
|  | |  | | |  |  |  |  | | | |
|  | | * ***Related works*** | | |  |  |  |  | | | |
| 8 | | * Restoration of the blind area (flagstone and kerbstone) | | | m2 | 291.8 |  |  | | | |
| 9 | | * Decoration of windowsills (window boards) | | | m2 | 38.8 |  |  | | | |
| 10 | | * Renovation of porches | | | m3 | 5 |  |  | | | |
| ***MI School of I-II degrees No. 11-Collegium of Lutsk City Council on Nalyvaika str., 10B, Lutsk city*** | | | | | | | | | | | |
| 1 | | * Materials for insulation and finishing of external walls (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | | m2 | 3,780.3 |  |  | | | |
| 2 | | * Materials for insulation and finishing of the socle till the ground level (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | | m2 | 196.9 |  |  | | | |
| 3 | | * Window blocks | | | m2 | 1,046.795 |  |  | | | |
| 4 | | * Door blocks | | | m2 | 32.26 |  |  | | | |
| 5 | | * Materials for finishing of slopes | | | m2 | 942.8 |  |  | | | |
|  | | * а) without insulation | | | m2 | 0 |  |  | | | |
|  | | * б) with insulation | | | m2 | 942.8 |  |  | | | |
| 6 | | * Materials for insulation and waterproofing with a PVC-membrane of a flat roof (mineral wool plate, thickness 200 mm, density min. 180 kg/m3) | | | m2 | 2,926 |  |  | | | |
| 7 | | * Installation of ventilation | | | m3/h | 2,810 |  |  | | | |
|  | | * ***Related works*** | | |  |  |  |  | | | |
| 8 | | * Restoration of the blind area (stone-block, kerbstones) | | | m2 | 525 |  |  | | | |
| 9 | | * Decoration of windowsills (window boards) | | | m2 | 233 |  |  | | | |
| 10 | | * Renovation of porches | | | m2 | 22 |  |  | | | |
| ***MI School of I-III degrees No.16 of Lutsk City Council***  ***on Korolova str.,7, Lutsk city*** | | | | | | | | | | | |
| ***building 1*** | | | | | | | | | | | |
| 1 | | * Window blocks | | | m2 | 139.97 |  |  | | | |
|  | | * ***Related works*** | | |  |  |  |  | | | |
| 2 | | * Restoration of the blind area (flagstones) | | | m2 | 119 |  |  | | | |
| 3 | | * Decoration of windowsills (window boards) | | | m2 | 31.1 |  |  | | | |
| 4 | | * Covering the areaways with canopies | | | m2 | 18 |  |  | | | |
| 5 | | * Renovation of porches | | | m3 | 6 |  |  | | | |
| ***building 2*** | | | | | | | | | | | |
| 1 | | * Materials for insulation and finishing of external walls (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | | m2 | 2,918.3 |  |  | | | |
| 2 | | * Materials for insulation and finishing of the socle till the ground level (mineral wool plate, thickness 120 mm, density min. 135 kg/m3) | | | m2 | 308.1 |  |  | | | |
| 3 | | * Window blocks | | | m2 | 451.02 |  |  | | | |
| 4 | | * Door blocks | | | m2 | 34.409 |  |  | | | |
| 5 | | * Materials for finishing of slopes | | | m2 | 485 |  |  | | | |
|  | | * а) without insulation | | | m2 | 0 |  |  | | | |
|  | | * б) with insulation | | | m2 | 485 |  |  | | | |
| 6 | | * Materials for insulation and waterproofing with a PVC-membrane of a flat roof (mineral wool plate, thickness 200 mm, density min. 180 kg/m3) | | | m2 | 2,072 |  |  | | | |
| 7 | | * Installation of ventilation | | | m3/h | 2,080 |  |  | | | |
|  | | * ***Related works*** | | |  |  |  |  | | | |
| 8 | | * Restoration of the blind area (flagstones, kerbstones) | | | m2 | 340 |  |  | | | |
| 9 | | * Decoration of windowsills (window boards) | | | m2 | 100.2 |  |  | | | |
| 10 | | * Renovation of porches | | | m2 | 26 |  |  | | | |
| **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 #2:Related Works and Other Costs** | | | | | | | | | | | | | |
|  | | | | | | Date:  Tender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | |
| **Item** | | | | **Description** | | | **Unit** | | **Q-ty** | **Unit price DDP at Site, with VAT (EUR)** | | **Total price DDP at Site, with VAT (EUR) (***4* **x** *5***)** | | |
| 1 | | | | 2 | | | 3 | | 4 | 5 | | 6 | | |
| ***MI Educational Complex No.9 of Lutsk City Council***  ***on Potapova str., 30, Lutsk city*** | | | | | | | | | | | | | | |
| 1 | | | | | Development of design documentation | | | unit | 4+1 elec.version | |  |  | | |
| 2 | | | | | Complex state investment expertise according to the current legislation of Ukraine | | | unit | 1 | |  |  | | |
| 3 | | | | | Designer’s Supervision, as the developer of the design documentationfor this project | | | unit | 1 | |  |  | | |
| ***building 1*** | | | | | | | | | | | | | | |
| 1 | | | | Insulation of external walls | | | m2 | | 2,303.3 |  | |  | | |
| 2 | | | | Insulation of the socle till the ground level | | | m2 | | 132.6 |  | |  | | |
| 3 | | | | Dismantling of window blocks | | | m2 | | 60.085 |  | |  | | |
| 4 | | | | Installation of window blocks | | | m2 | | 60.085 |  | |  | | |
| 5 | | | | Dismantling of door blocks | | | m2 | | 42.8 |  | |  | | |
| 6 | | | | Installation of door blocks | | | m2 | | 42.8 |  | |  | | |
| 7 | | | | Insulation of enclosure constructions (window slopes with insulation) | | | m2 | | 637.9 |  | |  | | |
| 8 | | | | Insulation of the attic with mineral wool with installation of screed | | | m2 | | 1,844 |  | |  | | |
| 9 | | | | Installation of ventilation | | | m3 | | 700 |  | |  | | |
|  | | | | ***Related works*** | | |  | |  |  | |  | | |
| 10 | | | | Restoration of blind area | | | m2 | | 167 |  | |  | | |
| 11 | | | | Decoration of windowsills | | | m2 | | 14.4 |  | |  | | |
| 12 | | | | Renovation of porches | | | m3 | | 17 |  | |  | | |
| 13 | | | | Dismantling of asphalt-concrete and crushed-rock sub-base | | | m2 | | 167 |  | |  | | |
| 14 | | | | Installation of kerbstones | | | l.m | | 170 |  | |  | | |
| 15 | | | | Disposal and removal of dismantled materials as well as construction waste in accordance with environmental requirements | | | Total | | |  | |  | | |
| ***building 2*** | | | | | | | | | | | | | | |
| 1 | | Insulation of external walls | | | | | m2 | | 2,810.2 |  | |  | | |
| 2 | | Insulation of the socle till the ground level | | | | | m2 | | 91.1 |  | |  | | |
| 3 | | Dismantling of window blocks | | | | | m2 | | 174.612 |  | |  | | |
| 4 | | Installation of window blocks | | | | | m2 | | 174.612 |  | |  | | |
| 5 | | Dismantling of door blocks | | | | | m2 | | 21.7 |  | |  | | |
| 6 | | Installation of door blocks | | | | | m2 | | 21.7 |  | |  | | |
| 7 | | Insulation of enclosure constructions (window slopes with insulation) | | | | | m2 | | 559.8 |  | |  | | |
| 8 | | Insulation of the attic with mineral wool with installation of screed | | | | | m2 | | 1,562 |  | |  | | |
| 9 | | Installation of ventilation | | | | | m3 | | 2,090 |  | |  | | |
|  | | ***Related works*** | | | | |  | |  |  | |  | | |
| 10 | | Restoration of blind area | | | | | m2 | | 291.8 |  | |  | | |
| 11 | | Decoration of windowsills | | | | | m2 | | 38.8 |  | |  | | |
| 12 | | Renovation of porches | | | | | m3 | | 5 |  | |  | | |
| 13 | | Dismantling of asphalt-concrete and crushed-rock sub-base | | | | | m2 | | 291.8 |  | |  | | |
| 14 | | Installation of kerbstones | | | | | l.m | | 300 |  | |  | | |
| 15 | | Disposal and removal of dismantled materials as well as construction waste in accordance with environmental requirements | | | | | Total | | |  | |  | | |
| ***MI School of I-II degrees No. 11-Collegium of Lutsk City Council***  ***on Nalyvaika str.,10B, Lutsk city*** | | | | | | | | | | | | | | |
| 1 | | Development of design documentation | | | | | unit | | 4+1 elec.version |  | |  | | |
| 2 | | Complex state investment expertise according to the current legislation of Ukraine | | | | | unit | | 1 |  | |  | | |
| 3 | | Designer’s Supervision, as the developer of the design documentationfor this project | | | | | unit | | 1 |  | |  | | |
| 4 | | Insulation of external walls | | | | | m2 | | 3,780.3 |  | |  | | |
| 5 | | Insulation of the socle till the ground level | | | | | m2 | | 196.9 |  | |  | | |
| 6 | | Dismantling of window blocks | | | | | m2 | | 1,046.795 |  | |  | | |
| 7 | | Installation of window blocks | | | | | m2 | | 1,046.795 |  | |  | | |
| 8 | | Dismantling of door blocks | | | | | m2 | | 32.26 |  | |  | | |
| 9 | | Installation of door blocks | | | | | m2 | | 32.26 |  | |  | | |
| 10 | | Insulation of enclosure constructions (window slopes with Insulation) | | | | | m2 | | 942.8 |  | |  | | |
| 11 | | Insulation of the attic with PVC-membrane | | | | | m2 | | 2,926 |  | |  | | |
| 12 | | Installation of ventilation | | | | | m3 | | 2,810 |  | |  | | |
|  | | ***Related works*** | | | | |  | |  |  | |  | | |
| 13 | | Restoration of blind area | | | | | m2 | | 525 |  | |  | | |
| 14 | | Decoration of windowsills | | | | | m2 | | 233 |  | |  | | |
| 15 | | Renovation of porches | | | | | m3 | | 22 |  | |  | | |
| 16 | | Dismantling of asphalt-concrete and crushed-rock sub-base | | | | | m2 | | 525 |  | |  | | |
| 17 | | Installation of kerbstones | | | | | l.m | | 300 |  | |  | | |
| 18 | | Disposal and removal of dismantled materials as well as construction waste in accordance with environmental requirements | | | | | Total | | |  | |  | | |
| ***MI School of I-III degrees No.16 of Lutsk City Council***  ***on Korolova str., 7, Lutsk city*** | | | | | | | | | | | | | | |
| 1 | | | Development of design documentation | | | | | unit | 4+1 elec.version | |  |  | | |
| 2 | | | Complex state investment expertise according to the current legislation of Ukraine | | | | | unit | 1 | |  |  | | |
| 3 | | | Designer’s Supervision, as the developer of the design documentationfor this project | | | | | unit | 1 | |  |  | | |
| ***building 1*** | | | | | | | | | | | | | | |
| 1 | | Dismantling of window blocks | | | | | m2 | | 139.97 |  | |  | | |
| 2 | | Installation of window blocks | | | | | m2 | | 139.97 |  | |  | | |
|  | | ***Related works*** | | | | |  | |  |  | |  | | |
| 3 | | Restoration of blind area | | | | | m2 | | 119 |  | |  | | |
| 4 | | Decoration of windowsills | | | | | m2 | | 31.1 |  | |  | | |
| 5 | | Covering of areaways with canopies | | | | | m2 | | 18 |  | |  | | |
| 6 | | Renovation of porches | | | | | m3 | | 6 |  | |  | | |
| 7 | | Disposal and removal of dismantled materials as well as construction waste in accordance with environmental requirements | | | | | Total | | |  | |  | | |
| ***building 2*** | | | | | | | | | | | | | | |
| 1 | | Insulation of external walls | | | | | m2 | | 2,918.3 |  | |  | | |
| 2 | | Insulation of the socle till the ground level | | | | | m2 | | 308.1 |  | |  | | |
| 3 | | Dismantling of window blocks | | | | | m2 | | 451.02 |  | |  | | |
| 4 | | Installation of window blocks | | | | | m2 | | 451.02 |  | |  | | |
| 5 | | Dismantling of door blocks | | | | | m2 | | 34.409 |  | |  | | |
| 6 | | Installation of door blocks | | | | | m2 | | 34.409 |  | |  | | |
| 7 | | Insulation of enclosure constructions (window slopes with insulation) | | | | | m2 | | 485 |  | |  | | |
| 8 | | Insulation of the attic with PVC-membrane | | | | | m2 | | 2,072 |  | |  | | |
| 9 | | Installation of ventilation | | | | | m3 | | 2,080 |  | |  | | |
|  | | ***Related works*** | | | | |  | |  |  | |  | | |
| 10 | | Restoration of blind area | | | | | m2 | | 340 |  | |  | | |
| 11 | | Decoration of windowsills | | | | | m2 | | 100.2 |  | |  | | |
| 12 | | Renovation of porches | | | | | m2 | | 26 |  | |  | | |
| 13 | | Dismantlingof asphalt-concrete and crushed-rock sub-base | | | | | m2 | | 340 |  | |  | | |
| 14 | | Installation of kerbstones | | | | | l.m | | 360 |  | |  | | |
| 15 | | Disposal and removal of dismantled materials as well as construction waste in accordance with environmental requirements | | | | | Total | | |  | |  | | |
| .. | | Additional expenses\*, inclusive:  Insurance according to Clause 16 GCC and PCC of the Contract  Bank guarantees according to Clause 10.1 PCC and Clause 12 GCC of the Contract  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 at Site, with VAT (EUR)** |
| 1 | Price Schedule #1: Plant and Materials to be Supplied |  |
| 2 | Price Schedule #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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

AlternativeNo.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_\_\_

|  |
| --- |
| 1. Tenderer’s legal name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EDRPOU code (for Ukrainian tenderers) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. 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 real or intended Country of Constitution, Incorporation, or Registration: |
| 4. Tenderer’s year of Constitution, Incorporation, or Registration: |
| 5. Tenderer’s legal address in the Country of Constitution, Incorporation, or Registration: |
| 6. Tenderer’s Authorised Representative Information:  Name:  Address:  Telephone / Fax number:  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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TenderNo.:

Page \_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_

|  |
| --- |
| 1. Leading 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 number:  Email Address: |
| 7. Attached are copies of original documents of :  Articles of Incorporation or Registration of firm named in 1, above. |

Financial Situation

Average Annual Revenue

Tenderer’s legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVCAPartner’slegalname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TenderNo.:

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

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

*Note:*

\* 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:

|  |  |
| --- | --- |
| **Year** | **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 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 \_\_\_\_\_\_\_

JVCA Partner’s/subcontractor’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 ІV. Employer’s Requirements |

1. **List of Plant and Related Works**
   * + - 1. **List of Plant and Works**

* **Object: *MI Educational complex No.9 of Lutsk City Council on Potapovastr., 30, Lutsk city***

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1 Development of Design documentation** | | | |
| **List no.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Development of design documentation for thorough repair of the object and the designer’s supervision | ***building 1,2***  Development of project documentation for:  - delivery and installation of heat-insulating materials for insulation of the facade and basement walls;  - delivery and installation of energy-saving reinforced plastic doors;  - delivery and installation of energy-saving reinforced plastic windows;  - insulationof the roof;  - ventilation repair;  - restoration of porches;  - restoration of blind area;  - restoration or replacement of windowsills  The composition and contents of the project documentation should meet the requirements of DBNA.2.2-3:2014 | 4 + electronic version |
| **2** | Expert review of the project documentation | Obtaining a positive conclusion on the project documentation | 1 unit |
| **3** | Designer Supervision as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit |

***building 1***

|  |  |  |  |
| --- | --- | --- | --- |
| **1.2List of Plant** | | | |
| **List No.** | **Name of Plant** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of heat-insulating materials for insulation of the facade and basement walls | External insulation of the façade and basement walls, including insulation of external door and window slopes and other necessary works, in particular, restoration of the blind area and finishing of porches | Walls – 2,941.2 m2, incl.  slopes- 637.9 m2.  Socle-132.6 m2. |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows and windowsills (where necessary), finishing internal slopes and other necessary works | 60.085 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of windows, finishing of internal slopes and other necessary works | 42.8 m2 |
| **4** | Insulation of the roof with mineral wool | Insulation of the roof type 3 “pitched roof with an attic” | 1,844 m2 |
| **5** | Ventilation | Repair of ventilation system with the setting of capacity | 2,790 m3./h |
| **6** | Restoration of the blind area | Restoration of the blind area after insulation of the façade. | 167 m2 |

|  |  |  |  |
| --- | --- | --- | --- |
| **1.3List of Related Works** | | | |
| **List No.** | **Name of Related Service** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of heat-insulating materials for insulation of the facade and basement walls | External insulation of the façade and basement walls, including insulation of external door and window slopes and other necessary works, in particular, restoration of the blind area, finishing of porches and installation of canopies. | Walls – 2,941.2 m2, incl.  slopes– 637.9 m2.  Socle -132.6 m2. |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows and windowsills (where necessary), finishing of internal slopes and other necessary works | 60.085 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of windows, finishing of internal slopes and other necessary works | 42.8 m2 |
| **4** | Insulation of roof Type 3 | Insulation of the roof type 3 “pitched roof with an attic” | 1,844 m2 |
| **5** | Ventilation repair | Repair of the ventilation system and setting the capacity of 720 m3/h | 2,790 m3./h |
| **6** | Restoration of the blind area | Restoration of the blind area after insulation of the façade and basement walls. | 167 m2 |

* ***building 2***

|  |  |  |  |
| --- | --- | --- | --- |
| **1.2 List of Plant** | | | |
| **List No.** | **Name of Plant** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of heat-insulating materials for insulation of the facade and basement walls | External insulation of the façade and basement walls, including insulation of external door and window slopes and other necessary works, in particular, restoration of the blind area and finishing of porches | Walls-3,370 m2., incl. slopes– 559.8 m2, socle–91.1 m2 |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows and windowsills (where necessary), finishing of internal slopes and other necessary works | 174.6 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of windows, finishing of internal slopes and other necessary works | Entrance doors-21.7 m2 |
| **5** | Restoration of the exterior of porch walls | Finishing of porches according to the façade passport | 17 m2 |
| **6** | Insulation of the roof with mineral wool | Insulation of roof type 3“pitched roof with attic floor” | 1,562 m2 |
| **7** | Restoration of the blind area | Restoration of blind area around the perimeter of the building | 291.8 m2 |

|  |  |  |  |
| --- | --- | --- | --- |
| **1.3 List of Related Works** | | | |
| **List No.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of heat-insulating materials for insulation of the facade and basement walls | External insulation of the façade and basement walls, finishing of external door and window slopes and other necessaryworks | Walls-3,370 m2, incl. slopes – 559.8 m2, socle-91.1 m2 |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows, renovation of windowsills (replacement where necessary), installation of internalslopes, finishing of the slopes and other necessary works | 174.6 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of entrance doors, making internal slopes, finishing of the slopes and other necessary works | Entrance doors-21.7 m2 |
| **5** | Renovation of the exterior of porches | Finishing of porches according to the façade passport after the insulation of the walls and the socle | 17 m2 |
| **6** | Insulation of the roof | Insulation of the roof type 3 “pitched roof with attic floor” | 1,562 m2 |
| **7** | Restoration of the blind area | Restoration of blind area around the perimeter of the building after the insulation of the walls and the socle to ensure drainage | 291.8 m2 |

**Object: MI *School of I-II degrees No. 11-Collegium of Lutsk City Council on Nalyvaika str., 10B, Lutsk city***

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1 Development of Design documentation** | | | |
| **List no.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Development of design documentation for thorough repair of the object and the designer’s supervision | Development of project documentation for:   * delivery and installation of heat-insulating materials for insulation of the walls and socle; * delivery and installation of energy-saving reinforced plastic doors and windows; * installation of a parapet; * restoration of external decoration of the porch walls; * installation of ventilation; * insulation of the roof type1 “compatible with ceiling”   The composition and contents of the project documentation should meet the requirements of DBNA.2.2-3:2014 | 4 + electronic version |
| **2** | Expert review of the project documentation | Obtaining a positive conclusion on the project documentation | 1 unit |
| **3** | Designer Supervision as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit |

|  |  |  |  |
| --- | --- | --- | --- |
| **1.2. List of plant** | | | |
| **List No.** | **Name of Plant** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of heat-insulating materials for insulation of the facade and basement walls | External insulation of the façade and basement walls, finishing of external door and window slopes, installation of a parapet and other necessary works | Walls 4,723.1 m2  incl. slopes – 942.8 m2, socle-196.9 m2 |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows, renovation of windowsills (replacement where necessary), installation of internal slopes, finishing of the slopes and other necessary works | 1,046.795 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of entrance doors, making internal slopes, finishing of the slopes and other necessary works | 54.66 m2 |
| **5** | Renovation of the exterior of porches | Finishing of porches according to the façade passport after the insulation of the walls and the socle | 22 m2 |
| **6** | Insulation of the roof with PVC-membrane | Insulation of the roof type 1 “compatible with ceiling” | Type1 – 2,926 m2 |
| **7** | Restoration of the blind area | Restoration of blind area around the perimeter of the building after the insulation of the walls and the socle to ensure drainage | 525 m2 |
| **8** | Installation of ventilation | Installation of ventilation in the gym | 2,810 m3/h |

|  |  |  |  |
| --- | --- | --- | --- |
| **1.2List of Related Works** | | | |
| **List No.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of heat-insulating materials for insulation of the facade and basement walls | External insulation of the façade and basement walls, finishing of external door and window slopes, restoration of a parapet and other necessary works | Walls - 4,723.1 m2  incl. slopes– 942.8 m2, Socle-196.9 m2 |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows, renovation of windowsills (replacement where necessary), installation of internal slopes, finishing of the slopes and other necessary works | 1,046.795 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of entrance doors, making internal slopes, finishing of the slopes and other necessary works | 54.66 m2 |
| **5** | Renovation of the exterior of porches | Finishing of porches according to the façade passport after the insulation of the walls and the socle | 22 m2 |
| **6** | Insulation of the roof with PVC-membrane | Insulation of the roof type 1”compatible with ceiling” | Type 1 – 2,926 m2 |
| **7** | Restoration of the blind area | Restoration of blind area around the perimeter of the building after the insulation of the walls and the socle to ensure drainage | 525 m2 |
| **8** | Installation of ventilation | Installation of ventilation in the gym | 2,810 m3/h |

**Object: MI *Schoolof I-III degrees No.16 of Lutsk City Council on Korolova str., 7, Lutsk city***

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1 Development of Design Documentation** | | | |
| **List No.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Development of design documentation for thorough repair of the object and the designer’s supervision | ***building 1***  Development of design documentation for:   * delivery and installation of energy-saving reinforced plastic windows; * restoration of blind area; * installation of canopies over the areaways.   The composition and contents of the project documentation should meet the requirements of DBNA.2.2-3:2014.  ***building 2***  Development of designdocumentation for:   * delivery and installation of heat-insulating materials for insulation of the facade and basement walls; * delivery and installation of energy-saving reinforced plastic doors and windows; * insulation of roof type 1 “ompatible with ceiling”; * restoration of external decoration of the porch walls; * laying of blind area.   The composition and contents of the project documentation should meet the requirements of DBNA.2.2-3:2014. | 4 + electronic version |
| **2** | Expert review of the project documentation | Obtaining a positive conclusion on the project documentation | 1 unit |
| **3** | Designer Supervision as a developer of the design and estimate documentation for this project | Accompaniment of project implementation | 1 unit |

***building 1***

|  |  |  |  |
| --- | --- | --- | --- |
| **1.2 List of Plant** | | | |
| **List No.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of energy-saving reinforced plastic windows with ventilators | Replacement of windows, replacement of windowsills (replacement where necessary), making internal slopes and other necessary works | 139.97 m2 |
| **2** | Restoration of blind area | Restoration of the blind area | 119 m2 |
| **3** | Covering of the areaways | Installation of canopies over the areaways | 18 m2 |

|  |  |  |  |
| --- | --- | --- | --- |
| **1.3 List of Related Works** | | | |
| **List No.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Delivery and installation of energy-saving reinforced plastic windows with ventilators | Replacement of windows, replacement of windowsills (replacement where necessary), making internal slopes and other necessary works | 139.97 m2 |
| **2** | Restoration of blind area | Restoration of the blind area | 119 m2 |
| 3 | Covering of the areaways | Installation of canopies over the areaways. | 18 m |

***Building2***

|  |  |  |  |
| --- | --- | --- | --- |
| **1.2List of Plant** | | | |
| **List No.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Development of design documentation for thorough repair of the object and the designer’s supervision | External insulation of the façade and basement walls, including finishing of external door and window slopes, restoration of a parapet, restoration of the parapet, build-up of vent ducts and other necessary works | Walls –3,403.3 m2, incl.  slopes- 485 m2  socle -380.1 m2 |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows and windowsills (where necessary), making internal slopes, installation of window ventilators and other necessary works ) | 451.02 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of entrance doors, making internal slopes, finishing of the slopes and other necessary works | 34.409 m2 |
| **4** | Insulation of the roof with PVC-membrane | Insulation of roof type 1 “copmpatible with ceiling” | Type1 -2,072 m2 |
| **5** | Renovation of porches | Renovation and finishing of porches | 26 m2 |
| **6** | Restoration of blind area | Restoration of blind area around the perimeter of the building after the insulation of the walls and the socle to ensure drainage | 340 m2 |

|  |  |  |  |
| --- | --- | --- | --- |
| **1.3 List of Related Works** | | | |
| **List No.** | **Name** | **Brief Description** | **Quantity** |
| **1** | Development of design documentation for thorough repair of the object and the designer’s supervision | External insulation of the façade and basement walls, including finishing of external door and window slopes, restoration of a parapet, restoration of the parapet, build-up of vent ducts and other necessary works | Walls–3,403.3 m2, incl.  Slopes- 485 m2  Socle-380.1 m2 |
| **2** | Delivery and installation of energy-saving reinforced plastic windows | Replacement of windows and windowsills (where necessary), making internal slopes, installation of window ventilators and other necessary works) | 451.02 m2 |
| **3** | Delivery and installation of energy-saving reinforced plastic doors | Replacement of entrance doors, making internal slopes, finishing of the slopes and other necessary works | 34.409 m2 |
| **4** | Insulation of the roof with PVC-membrane | Insulation of roof type 1 “compatible with ceiling” | type 1 -2072 m2 |
| **5** | Renovation of porches | Renovation and finishing of porches | 26 m2 |
| **6** | Restoration of blind area | Restoration of blind area around the perimeter of the building after the insulation of the walls and the socle to ensure drainage | 340 m2 |

1. **Employer’s Requirements**
2. **Existing Situation**

***Object: MI Educational Complex No.9 of Lutsk City Council on Potapova str., 30, Lutsk city, building 1, building 2***

The main building of Educational Complex No. 9 was erected in 1968 and extended in 1983. It is situated in Lutsk city, on Potapova str., 30. The Complex is subordinated to the Department of Education of the Lutsk City Council, Volyn Region.

• The main façade faces the west (Potapova str.).

• The building is three-storied. On the plan, it consists of two rectangular buildings and one building of a complex shape with two rounded walls. The building footprint area is 4,317.5 m2.

• The building is made of bricks, has a non-heated basement and a pitched slated roof. The floor height is 3 m.

• The façades are made of red bricks and plastered with sand-cement mortar.

• The structural layout of the building implies brick bearing walls. Ceiling and covering - prefabricated reinforced concrete.

• Foundation type: strip foundations. The foundation walls are made of concrete blocks with monolith parts and brick parts, with piles around the perimeter.

• The roof is pitched,with outer drainage.

• The internal drainage is organized.

• Doors: the entrance door of the main entrance is made of wood, the emergency exits - of metal.

• The wooden windows have been partially replaced for reinforced plastic. Still 59 windows are to replace (250 m2)

• The heating is disctrict, from a heating plant; there are two inputs: one for the main building and a part of the second building, the other – for the other part of the second building. An ITP has been installed at the first input.

• Pipeline system: double-pipe; heater type: cast-iron radiators.

• Ventilation type: natural.

• Light: mixed, with daylight lamps, LED-lamps and incandescent lamps.

As of 01.10.2018, there are 1463 children and 152 employees at Educational Complex No.9,during the recent years, Educational Complex No.9 has implemented some energy-saving practices, such as replacement of wooden windows with reinforced plastic ones, pipeline flushing, installation of a DHS and replacement of incandescent lamps.

***Object: MI School of I-II degrees No.11-Collegium of Lutsk City Council on Nalyvaika str., 10B, Lutsk city***

School No.11-Collegium was built in 1974; it is situated in Lutsk city, on Nalyvaika str.,10B. The School is subordinated to the Department of Education of the Lutsk City Council, Volyn Oblast.

* The main façade faces the west (D. Hordiyuk str.).
* The building is three-storied. On the plan, the shape is rectangular. The building footprint area is 3,138 m2.
* Thebuildingis made of bricks, has a non-heated basement. The roof is covered with material “Fatrafol 810”. The floor height is 3.00 m.
* The façades are made of red bricks and finished with ceramic tiles.
* The structural layout of the building implies brick bearing walls. Ceiling and covering - prefabricated reinforced concrete..
* Foundation type: strip foundations. The foundation walls are made of concrete blocks with monolith parts and brick parts.
* The roof is flat, combined with an organized internal drainage.
* The internal drainage is organized.
* The entrance door of the main entrance is made of reinforced plastic, the emergency exits - of wood.
* The windows are wooden, partially replaced with reinforced plastic ones.
* The heating is central, from a heating plant;with a single lead-in.
* Pipeline system: two-circuit; heater type: cast-iron radiators.
* Ventilation type: natural.
* Light: mixed, with daylight lamps, LED-lamps and incandescent lamps.

As of 01.10.2018, there are 840 children at School No.11. In the academic year 2018-2019, the school engages 81 teachers.

In 2017, the school was one of the major energy consumers among the educational establishments of Lutsk. The heat supply is stable, the room temperature is 16-19 оС.

During the recent years, School No.9 has implemented some energy-saving practices, such as replacement of wooden windows with reinforced plastic ones and replacement of incandescent lampswith energy-saving ones.

***Object: MI School of I-III degrees No. 16 of Lutsk City Council on Korolova str.,7, Lutsk city***

**Building 1:**

Building 1 of School No.16 was built in 1959; it is situated in Lutsk city, on Korolova str., 7. The School is subordinated to the Department of Education of the Lutsk City Council, Volyn Region.

* The main façade of Building 1 faces the south (Korolova str.).
* The building is three-storied. On the plan, the building shape is rectangular. The building footprint area is 2,961.4 m2.
* The building is made of bricks and has a partially heated basement. The roof is covered with roofing felt. The floor height is 3.65 m.
* The façades are made of red bricks, are not plastered and have no insulation.
* The structural layout of the building implies brick bearing walls.Ceiling and covering - prefabricated reinforced concrete.
* Foundation type: strip foundations with precast foundation plates and concrete wall blocks.
* Roof: pitched roof.
* The internal drainage is sorganized.
* The entrance door of the main entrance is made of reinforced plastic, a single emergency exit - of wood.
* Windows: 50 reinforced plastic windows, 43 old wooden windows in a catastrophic condition.
* The heating is central, from a heating plant;the lead-in is divided into building 1 and building 2.
* Pipeline system: two-circuit; heater type: cast-iron radiators.
* Ventilation type: supply and exhaust.
* Light: mixed, with LED luminaires, LED-lamps and fluorescent lamps.

***building 2***

Building 2 of School No.16 was built in 1984; it is situated in Lutsk city, on Korolova str. 7. The School is subordinated to the Department of Education of the Lutsk City Council, Volyn Region.

* The main façade of Building 2 faces the east (Polova str.).
* The building is three-storied. The building footprint area is 2,421.00 m2.
* The building is made of bricks and has a non-heated part of the basement of Building 1. The roof is covered with roofing felt. The floor height is 3.00 m.
* The façades are made of white lime-sand bricks, are not plastered and have no insulation.
* The structural layout of the building implies brick bearing walls. Ceiling and covering - prefabricated reinforced concrete.
* Foundation type: strip foundations with precast foundation plates and concrete wall blocks.
* Roof: flat, combined with an organized internal drainage.
* The internal drainage is organized.
* The entrance door of the main entrance is made of reinforced plastic, 3 emergency exits – of reinforced plastic and 6 - of wood.
* Windows: 58 reinforced plastic windows, 43 old wooden windows in a catastrophic condition.
* The heating is central, from a heating plant; the lead-in is divided into building 1 and building 2.
* Pipeline system: two-circuit; heater type: cast-iron radiators.
* Ventilation type: supply and exhaust.
* Light: mixed, with LED luminaires, LED-lamps and fluorescent lamps.

As of 26.10.2018, 677 children go to School No. 16. In the academic year 2018-2019, the School engages 61 teachers.

In 2018, the school was one of the major energy consumers among the educational establishments of Lutsk. The heat supply was equal in the two buildings. The average room temperature during the heating season was 18-19 оС.

During the recent years, School No.16 has implemented some energy-saving practices, such as replacement of 45% of the wooden windows with reinforced plastic ones and replacement of incandescent and daylight lamps with energy-saving ones.

In 2009, Lutsk City Council contributed to replacing of the old roof of Building 1 with a pitched one. In 2010-2015, the entrance doors of both buildings were replaced with reinforced plastic doors.

The sewer system was replaced, a capital repair of lavatories of Building 2 was done, maintenance of the flat roof of Building 2 was done, old windows of Buildings 1 and 2 were replaced with reinforced plastic ones in both buildings, internal drainage of Building 2 was repaired.

In 2018, reinforced concrete slabs over the front entrance of Building 2 were dismantled.

According to the engineering judgment about the condition of the building structures of School No.16 issued by ME “Volynproekt” of Lutsk Regional Council in 2016, it was recommended to reinforce the walls of the school buildings with metallic structures by the 1st of September 2017.

1. **Information about the scope of work**

The energy efficiency project aims at improvement of conditions for children, staff and parents in the learning establishment as well as at reducing of heat consumption. The expected reduction of heat consumption will benefit the environment through reduction of atmospheric pollution.

The proposed project includes the following stages:

**Object: MI *Educational Complex No.9 of Lutsk City Council on Potapova str., 30, Lutsk city***

***building 1***

* Insulation of walls and socle– 3,073.8 m2, incl. slopes - 637.9m2;
* Replacement of windows–60.085 m2 with energy-saving reinforced plastic ones;
* Replacement of doors–42.8 m2 with energy-saving reinforced plastic ones;
* Insulation of the roof–1,844 m2 Type 3 “pitched with attic floor”
* Ventilation repair –410 m3/h; and 290 m3/h; 2,090 m2/h
* Installation of the blind area along the socle (width 1.0 – 1.2 m) 167 l.m.;

***building 2***

* Insulation of walls and socle– 3,461.1m2, incl. slopes - 559.8 m2;
* Replacement of doors–21.70 m2 with energy-saving reinforced plastic ones;
* Replacement of windows –174.61 m2 with energy-saving reinforced plastic ones;
* Insulation of the roof - 1,562 m2 Type 3 “pitched with attic floor”;
* Finishing of porches – 19 m2
* Installation ofthe blind the area along socle (width 1.0 – 1.2 m) 291.8 l.m.;

**Object*: MI School of I-II degrees No.11-Collegium of Lutsk City Council on Nalyvaika str., 10B, Lutsk city***

* Insulation of walls and socle– 4,723.1 m2, incl. slopes - 942.8m2;
* Replacement of doors – 54.76 m2 with energy-saving reinforced plastic ones;
* Replacement of windows– 1,046.8 m2 with energy-saving reinforced plastic ones;
* Insulation of the roof– 2,926 m2 Type 1 “compatible with ceiling”;
* Finishing of porches – 22 m2
* Installation of the blind the area along socle (width 1.0 – 1,2 m) 525 l.m.;
* Ventilation, installation of ventilation units – 2,810 m3/h.

**Object*: MI School of I-III degrees No.16 of Lutsk City Council on Korolova str.,7, Lutsk city***

***building 1***

* Replacement of windows– 139.97 m2 with energy-saving reinforced plastic ones;
* Installation of the blind the area along socle(width 1.0 – 1.2 m) 119 l.m.;
* Installation of canopies over the areaways– 18 m2

***building 2***

* Insulation of walls and socle– 3,711.4 m2, incl. slopes - 485 m2
* Replacement of doors–34.409 m2 with energy-saving reinforced plastic ones,
* Replacement of windows– 451.02 m2 with energy-saving reinforced plastic ones;
* insulation of the roof– 2,072 m2 Type 1 “compatible with ceiling”;
* Finishing of porches– 26 m2
* Paving the blind area along socle (width 1.0 – 1.2 m) 340 l.m.;
* Ventilation, installation of ventilation units – 2,080 m3/h.

1. **Main requirements to the works:**

**3.1 Requirements to the design work:**

3.1.1 To draw up a financial estimate according to the ORDER of the Ministry of Regional development, Construction, Housing and Communal Services of Ukraine No.45 of 16.05.2011 “On Approval of the Procedure of Development of Project Documentation for Construction of Objects” in execution of Part 1 of Article 31 of the Law of Ukraine “On the Regulation of Urban Development” and State Construction Norms DBN А.2.2-3:2014 “Composition and Contents of Project Documentation”. The proposed price should include all materials necessary for completion of the named works according to the requirements of technical specifications, including:

а) for the walls, socle and slopes – glue for mineral wool, wall putty, primers, paints, profiles, wall plugs, self-threading screws, window ledges, etc.;

б) for replacement of doors and windows – sealing foam, anchors, materials for interior slopes (gypsum plaster boards, wall putties, paint, glue, profiles, etc.), etc.;

в) fittings, manometers, thermometers, etc. (according to the provided circuit diagram).

3.1.2 To choose a certified design company that will develop the project and supervise its implementation, to order a corresponding state expert review of the project, to notify the State Architectural and Construction Inspectorate about the beginning of reconstruction.

3.1.3 To ensure the designer supervision of construction works according to the Resolution of the Cabinet of Ministers of Ukraine No.903 of 11.07.2007 “On Design and Technical Supervision during Construction of Architectural Objects”and according to Article 4 of the Law of Ukraine “On Architecture Activities”.

**3.2 Requirements to the performance**

**3.2.1 External insulation of walls and socle**

Non-transparent structures of the external envelope consist of bearing and non-bearing walls, a layer of glue, insulation plates (façade mineral wool min. 135 kg/m3 thick) additionally fixed with wall plugs, a protective layer, reinforced fiberglass mesh, a layer of special prime coating and decorative rustic-textured coating, and façade paint. Walls insulated with mineral wool, a waterproofing coat and a decorative plaster coat belong to external flammability class “НГ” (“Non-combustible”). The required thickness of insulation layer is accepted on the basis of thermotechnical calculations where R-value is not under R=3,3; synthetic binder-based mineral wool is applied (thermal conductivity ratio of mineral wool is λ=0,042 W/mK).The final thickness of the insulation, the choice of its type and brand depend on essential stress-strain properties of the mineral wool,should meet the requirements of actual norms of Ukraine, have a normal thermal conductivity ratio, and be supported by a calculation. .

To ensure insulation of external slopes and reveals.

To ensure insulation of the external surface of the socle below the level of the load-bearings lab of the ground floor and waterproofing of the blind area. To use insulation plates of appropriate type and density for insulation of the socle.

To install a metal parapet around the perimeter of the roof for the protection of the insulated wall from direct flow of rainwater.

To replace the existing sills of the window constructions (expanding them for the thickness of the insulation layer).

The passport of façade design and the color scheme are to be preliminary approved by the Employer and a corresponding department of the Lutsk City Council.

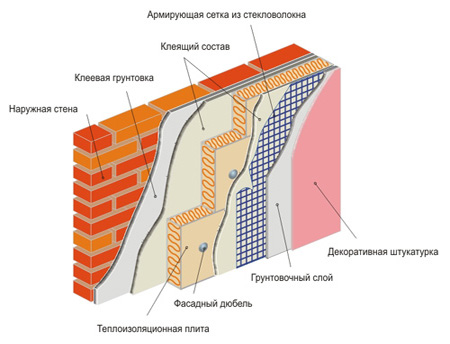
For design and financial estimate purposes, it is necessary to specify the exact area of the walls to be insulated according to the measurement diagrams.

Following regulatory acts are obliging when performing insulation of external wall constructions:

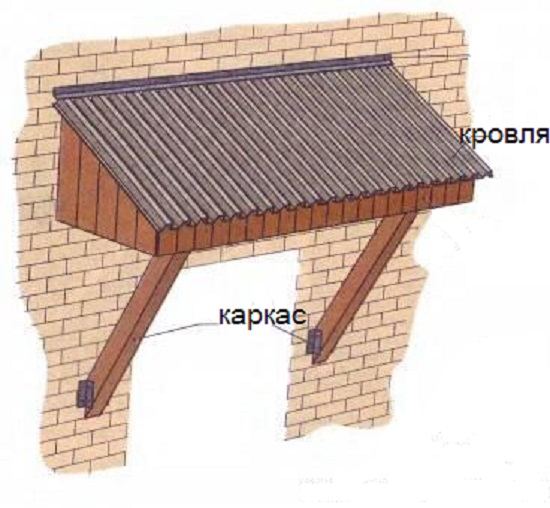
DBNV.2.6-33:2008 “External Wall Constructions with insulation of the Façade.Design, Performance and Exploitation Requirements”;

DBNV.2.6-36:2008 “Constructions of Buildings. Wall Constructions with insulation of the Façade and Plastering. GeneralSpecifications”;

DBNV.2.6-31:2016 “Constructions of buildings. insulation of Buildings”



*Scheme 1*. Facade. insulation technology for external wall and socle



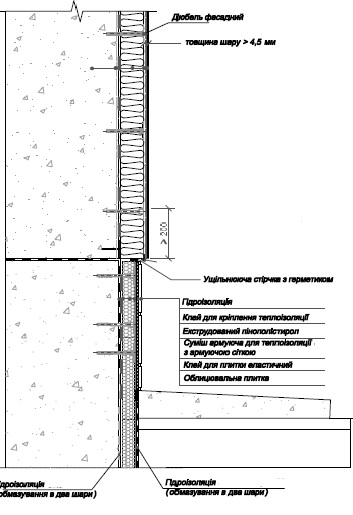
*Scheme2*. A variant of a canopy

**3.2.2 Insulation of the basement**

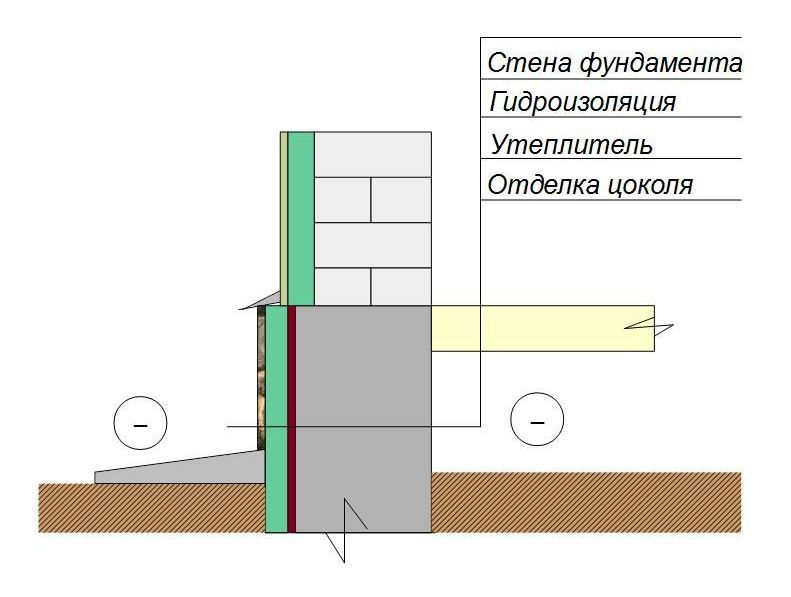
Insulation of the basement is a constructive solution where the insulation layer is fixed to the bearing wall with glue and mechanically and discovered with a finishing layer that should ensure burning characteristics of wall constructions according to DBNV.2.6-31, protect from environmental exposure, ensure anormal microclimate of the rooms and give an attractive aesthetic appearance to the facades, as well as implement energy-saving principles through construction according to the DBNV.1.2-11 norms.

Insulation of the basement is done with extruded polystyrene foam plates 50 mm in thickness (together with all additional materials according to the insulation technology stipulated by the project documentation). The basement insulation works, finishing and quality control should be carried out in conformity with DSTU BV.2.6-36:2008, DBNV.2.6-33:2008 and DBN V.2.6.-22-2001 “Making surfaces with dry mix mortars”.

Insulation of the façade with plastering can be done at the outdoor temperature not below +5оС and not over +30оС.



*Scheme 3*. Varian of insulation of facade



*Scheme 3*. Insulation of socle with a concrete blind area

Construction of façade insulation should follow the order:

* installation of scaffolding and lifting equipment;
* inspection (if necessary, detailed examination) of the technical condition of safety constructions of the facade;
* preparation of the wall surface to insulation (cleaning, priming, leveling if necessary);
* placing the mechanical fixings;
* preparation of a glue mix;
* spreading the glue mix on the surface of the insulation plates;
* fixing the insulation plates on the surface of the building envelope with the help of glue mix and mechanical fixings (wall plugs, anchors, pins, etc.);
* preparing and spreading the protective mix layer over the insulation plates and sinking in it a reinforced alkali-resistant fiber glass mesh;
* spreading the protective mix layer;
* spreading the adhesive priming layer;
* preparing the plasters of a decorative-and-protection layer;
* spreading the decorative-and-protection layer;
* painting the façade;
* insulation of slopes;
* installation of sills, etc.;
* restoration of the blind area.

The contractor controls at acceptance the correspondence of the materials of the insulation system with DSTU B V.2.6-36 :2008; DSTU B V.2.6-34 :2008; the characteristics of the materials should meet the requirements of normative acts for such materials and be supported with corresponding documents allowing their use of construction (a certificate or a declaration of correspondence). Insulation of facades can be done with the materials, the purpose and characteristics of which are listed in the tables below (3.1-3.3) and technical descriptions (attached).

Table 3.1. Technical requirements to insulation plates.

|  |  |
| --- | --- |
| Characteristic | Required value for organic-based plates |
| Density, kg/m3, not less than | 145 |
| Thermal conductivity at 25оС, W/m2·К, not more than | 0.039 |
| Compression resistance limit at 10% deformation, MPa, not less than | 0.08÷0.1 |
| Tensile stress in the direction of thickness limit, MPa, not less than | 0.08÷0.1 |
| Vapour permeability, mg/m·hr·Pa, not less than | 0.05 |
| Deviation of plate size, mm/m: |  |
| 1. over the length; | ±2 |
| 1. over the width; | ±2 |
| 1. over the thickness | ±1 |
| Difference of diagonals, mm, not more than | 4 |
| Period of efficient service | Not less than 25 nominal years |

Table 3.2.Technical requirements to fiberglass mesh

|  |  |
| --- | --- |
| Chracteristic | Normal value |
| Weight 1 m2, g: |  |
| for socles | 250-350 |
| for walls | 145-160 |
| Thread thickness, mm | 0.15-0.9 |
| Breaking strength in a normal position, N/5 cm, not less than (in both directions) | 1,500 |
| Breaking strength under accelerated testing method, N/5 cm | Reduction of breaking strength not exceeding 30% |
| Breaking strength after 28 days in a 5% NaOH solution at the temperature 18 to 30оС, N/5 cm. | Reduction of breaking strength not exceeding 50% |

Table 3.3. Basic requirements to wall plugs used for fixing the insulation plates

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Type of a wall plug | Envelope material | Anchoring depth, mm | Plug length, mm | Diameter, mm | | Acceptable pulling force, kN |
| of the plug | of the head |
| Screw plugs with a usual splitting zoneand hammered-in | Solid material (concrete, brick, solid ceramic stones; brick and solid silicate stone; sandwich panels with external concrete layer not thinner than 40 mm) | 50 | 100-200 | 8; 10 | 60 | 0.5 -screw;  0.25 –hammered-in |

When designing the insulation of the walls, one should pay attention to the location of lead-outs of the system of rainwater drainage from the roof and take precaution measures to prevent dampening of walls.

**3.2.3 Replacement of doors and windows**

Door and window blocks should meet the following requirements:

• DBNV.2.6-31:2016 “Constructions of Buildings. Insulation of Buildings”

• DSTUBV.2.6-23:2009 “Window and Door Blocks”

To secure the highest possible energy saving, it is recommended to install window systems with energy-efficienti insulated glass units with a plastic spacer. Energy-efficient insulated glass units are made of glass with a silverions sputter coating (iGlass).

According to DBNV.2.6-31:2016 “Constructions of Buildings. Insulation of Buildings”, it is recommended to install triple-pane glass unit and five-chamber reinforced plastic profile, where the thermal conductivity ratio should not exceed 1.33 W/ m2\*К for windows and 1.67 W/ m2\*К for doors.



*Scheme. 4.Concept of an energy-efficient window*

The windows should be equipped with an appropriate hardware to enable airing and micro-airing of the rooms.The windows in classrooms should have window vents.

The project must include all works concerning preparation, installation and fixing of windows in the apertures:

1. Dismantling of sills

2. Dismantling of panes, sashes (m2)

3. Dismantling of window frames (pcs)

4. Preparation of window relieves, incl. removal of the scaled off mortar, cleaning of surfaces.

5. Preparation of a base for window sills (adding concrete where necessary), drawing up a Hidden Work Act (section “Stone Constructions”)

6. Preparation for demolition of door and window constructions (removal of sashes, wedging of blind parts, mounting of anchor plates, adhering of vapour and water protective tapes).

7. Leveling the frames in the designed position in mounting points (drawing up a Hidden Work Act)

8. Anchoring the constructions in the designed position. Removal of the protective film on the outer side of the profile.

9. Glazing, hanging the sashes.

10. Applying foam (drawing up a Hidden Work Act).

11. Routine break (according to the recommendation of the foam producer).

12. Cutting the edges of the foam and adhering the vapour protection layer on the sides.

13. Mounting of exterior sills, apllying silicone. Mounting of end plugs on the sills and decorations of the drainage openings.

14. Assembly of scaffolding for working on external slopes and for interior works on the height over, m where necessary.

15. Application of plasterboards.

16. Mounting of perforated corners 20х20 (drawing up a Hidden Work Act).

17. Filling the surfaces (drawing up a Hidden Work Act)

18. Priming the surfaces (drawing up a Hidden Work Act)

19. Painting the interior slopes:

* when dismantling and replacing the window blocks in used rooms, the interior and exterior surfaces of slopes that were ruined in dismantling the old block are to be leveled with plaster.
* 1-2 layers of primer are applied on the surface of exterior slopes where vapour and water protective strips are adhered.

The windows should have a set for step-by-step airing, micro-airing, or window vents.

Installation of windows is not done at the outdoor temperature below -5°С.

At the stage of detailed design, it is necessary to reconsider the variants of window units and specify the requirements (parameters, set contents).

**3.2.4 Restoration of blind area along the socle**

Following regulatory acts are applied when arranging the blind area along the socle of the building:

The applied materials should meet the requirements of GOST 9128-97\* “Road concrete mixes, airdrome concrete mixesand asphaltic macadam. Specifications”;

DSTUBV.2.7-96-2000 “Construction materials. Concrete mixes. Specifications” (GOST 7473-94);

DBNV2.1.10-2009 “Foundations of Buildings”;

DBN B.2.2-5:2011 “Area Improvement”;

DSTU-NBA.3.1-23:2013 “Guidance on working with insulation, decorative, protective coatings of walls, floors and roofs of buildings”

General requirements:

1. The blind area around the perimeter of the building should closely adhere to the socle;

2. Where mechanisms do not reach, it is possible to compact the base for blind area manually till the compactor prints disappear and the compacted material stops moving;

3. The horizontal and vertical curvatures of the outside edge of blind areas within rectangular-shaped parts may notexceed 10 mm. The concrete used for blind areas should meet the frost resistance requirements for road concrete.

4. A Hidden Work Act should be drawn up for preparation of the base (surface evenness, compaction quality).

Technical requirements:

1. Acceptable deviations:

1.1. of slope of the surface from the required one - 0,2% of the blind area width;

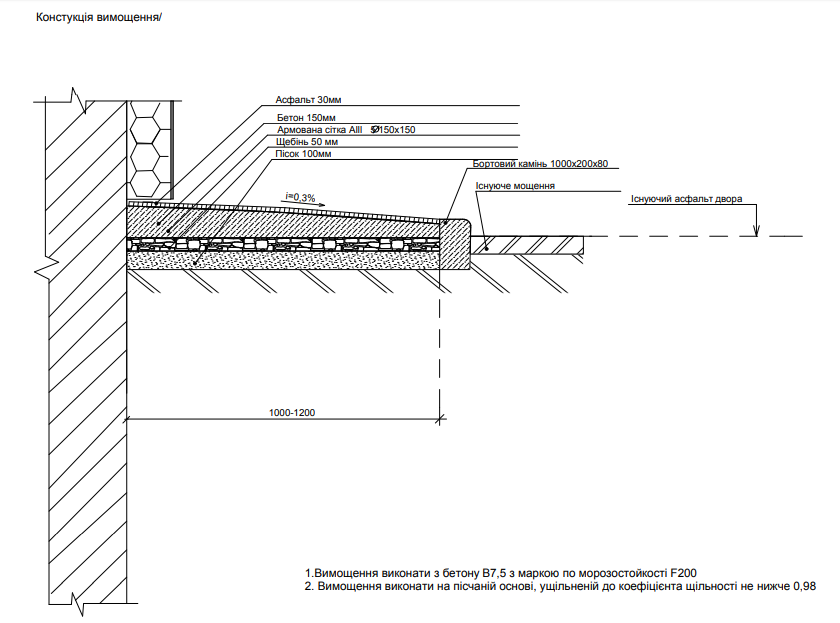
1.2. of the asphalt or concrete surface from the plane when checked with a 2 m rod- 5 mm;

1.3. of the surface of the crushed stone base from the plane when checked with a 2 m rod- 15 mm;

1.4. of the thickness of paving from the required one - -5% - + 10%;

1.5. The slope of blind area from the building should not be less than 1% and more than 10%;

2. Cracks, cavities and potholes are not accepted in a monolith concrete blind area.



*Scheme. 5*. Constructive scheme of the blind area

**3.2.5 Insulation of the roof**

A fastened external insulation system is used. the roof of the building together with fastened insulation system make a multi-layer construction that consists of a reinforced concrete slab, a vapour isolation layer, a bulk clayite insulation layer, mineral wool plates, sand cement screed, a layer of roofing felt and a protective layer of gravel.Structural floor with mineral wool plates as insulation, a waterproof layer and a protective layer belongs to flammability class “Non-Combustible”. The required thickness of insulation of cowls (aerators)

- laying a monolith smoothing cement screed, 3 cm thick, of sand-cement mortar М150 and vapour protection of applied roofing felt;

- improvement of the frost protection capacity of the coating by enforcing it with a layer of mineral wool;

- application of polymerous membranes to protect the roofing and places adjacent to the walls and air shafts;

- replacement of wooden door blocks leading to the roof with fireproof metal ones;

- placing of cowls (aerators);

- replacement of the covering construction of the parapet walls and air shafts and their protection with galvanized steel;

- arrangement of an organized drainage from the roof of thegym;

- replacement of the covering sheets of the steel frames of rooflights with polycarbonate sheets sealed with gaskets and fastened with roofing washers.



*Scheme6.1. Insulation of Type 3 roof*



*Scheme 6. 2,3. Insulation of Type 1 roof*

**3.2.6 Replacement of the roof parapet**

Following regulatory acts are obliging when replacing the roof parapet:

DBNV.2.2-9-2009 “Public buildings: BasicProvisions”;

DSTUB V.2.6-49:2008 “Constructions of buildings. Steel Enclosures of Staircases, Balconies and Roofs. General Specifications”;

DBNV.2.6-163:2010 except Sections 15\*-19;

DBNV.2.6-163:2010 “Steel Constructions. Design, Production and Installation Norms”.

The constructive solution of the parapet should prevent dampening of the insulation.

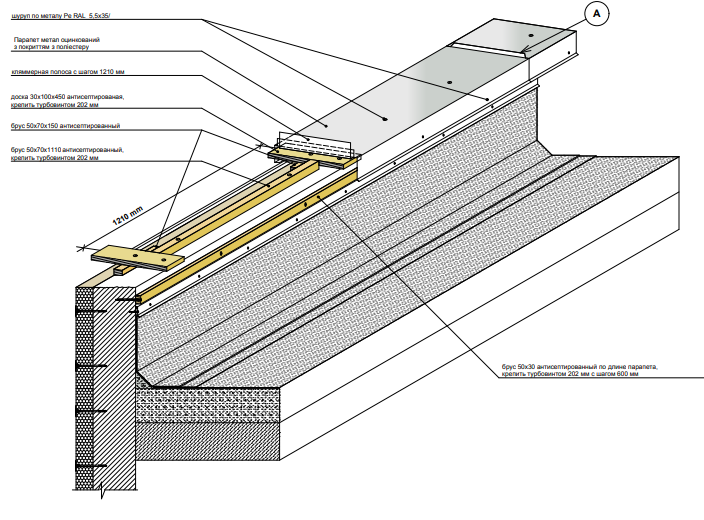
Minimum height of the parapet is 45 сm; if the height is too low, the parapet is built-up to the required height with the material used in the existing construction. On the top, the parapet is protected from rain, snow and wind with a metal apron. The apron is made of galvanized steel and profiledmetal.

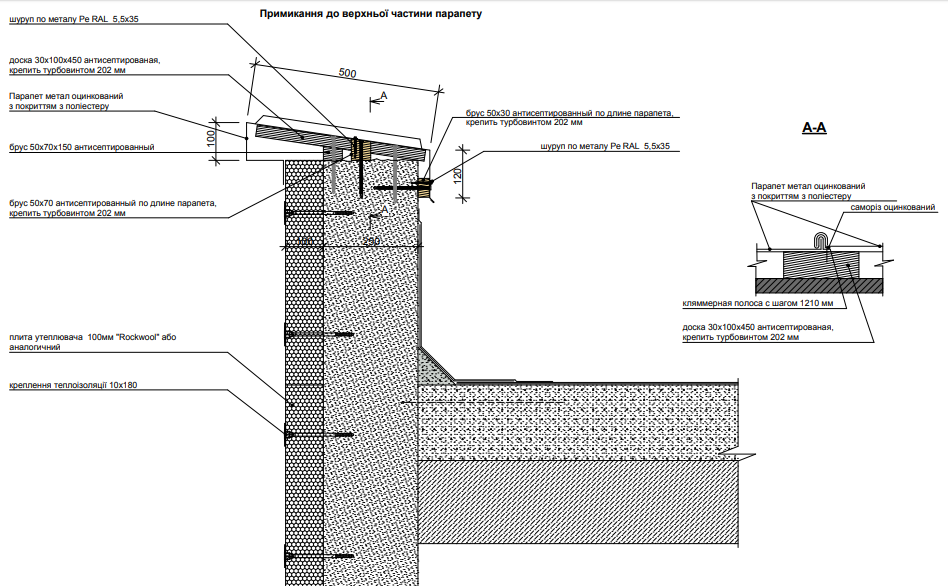
If the apron is made of steel, it has to be well fastened with spikes and sealant along the seams.

Metal parapets made of galvanized steel should be painted with special paints that ensure maximum protection of the galvanized surface from environmental exposure. The paints for galvanized metal contain polymerous components having anti-corrosive effect.

The metal used for parapets should be 3 mm thick and coated with zinc, aluminium or polymers.

Installation of the parapet elements is done by lock seaming, overlapping or with rods. The metalware used for connection of the parts of the parapet should have seal washers or rings of the same color with the metalware. There are mounting holes in the bends and struts, where the fixture elements are hammered or screwed. To prevent corrosion of the parapet, the fixture points are covered with special plugs and additionally coated with sealant.

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*Schemes 7-8*. Fastening of the roof parapet

**3.2.7. Build-up of vent ducts**

Insulation of Type 1 roofs makes it necessary to extend the existing vent ducts by the average height of 400 mm.

The vent ducts are extended with lime-sand bricks and covered with metal plates. The ducts are to clean if necessary. The scope of work is to specify at the stage of drawing up the design and financial estimate.

1. **Normative requirements**

It is required to use such materials, equipment, and methods of installation and dismantling, the qualitative and quantitative characteristics of which meet the requirements of the following regulatory acts:

Materials and equipment, methods of implementation of installation and dismantling works, qualitative and quantitative characteristics of which, should be applied to the requirements of the following normative documents:

1. DBNV.2.6-33:2008 “External Wall Constructions with Insulation of the Façade.Design, Performance and Exploitation Requirements”;

2. DBNV.2.6-31:2016 “Constructions of buildings. Insulation of Buildings”

3. DBNV.2.6-31:2016 “Constructions of buildings. Insulation of Buildings” (as amended ofJuly 1, 2013)

4. DSTUBV.2.6-23:2009 “Window and Door Blocks”

5. NAPBA.01.001-2014 “Fire Safety Rules in Ukraine».

6. DBNV.1.1-7-2016 “Fire Safety of Construction Objects”

7. DBNA.3.2-2-2009 “Labour Safety and Industrial Security in Construction”

8. DBN A.3.1-5-2016 “Organization of Construction Industry”

9. Sanitary regulations for pre-school educational establishments approved by Order of the Ministry of health Protection of UkraineNo. 234 of 24.03.2016.

1. **Environmental requirements**

All works should conform with the requirements below:

• The Law of Ukraine “On Environmental Protection” of 25.06.1991 No.1264-XII.

• The Law of Ukraine “On Assessment of Environmental Impact” of 23.05.2017 No.2059-VIII.

• The Law of Ukraine “On Protection of Atmospheric Air” of 16.10.1992 No.2707-XII.

• The Water Code of Ukraine of 06.06.1995 No.213/95-ВР.

• The Law of Ukraine “On Waste” of 05.03.1998 No.187/98-ВР.

• The Law of Ukraine «On Ensuring the Sanitary and Epidemiological Welfare of the Population” of 24.02.1994 No.4004-XII.

Avoid using gaseous fluorine (SF6, PFC) in windows; use argon (xenon) or vacuum.

Do not allow using the polystyrene in thermal insulating materials (except for insulating the socle below the ground level).

Disposal of removed materials should be done according to environmental requirements.

1. **Requirements to licences and certificates**

Tenderer should provide the following licences and certificates: 1. Construction licence with:

1.1. attached list of works necessary for implementation of the project.

1.2. indication of liability class – СС3, complexity category – V .

2. the Tenderer’s or the Subcontractor’s certificate of a project chief engineer or a project chief architect.

3. Certificates of correspondence for;

3.1. Window and door blocks;

3.2. Mineral wool insulation plates;

3.3. Extruded polystyrene foam plates;

3.4. Façade paint;

3.5. Roofing materials;

3.6. Waterproofing materials;

3.7. Additional Requirements:

**Equivalence of standards and norms**

When referring in the Technical Specifications to certain standard and norms, which are obligatory for the Equipment to be delivered, the most recent valid versions of such standards and norms are applicable, unless otherwise directly stipulated by the Technical Specifications. If such standards are national or pertain to a certain country or region, the other adopted standards that ensure substantial equivalence to the applied standards and norms have to be acceptable.

**Requirements for work acceptance**

1. The Employer executes contractual payments according to Clause 11.1 of Special Contract Conditions and accepts the completed works on the basis of the Acts of completed works (standard form No. KB-2v) and the references about the value of completed works (standard form No. 3-KB) signed by authorized representatives of the Parties within 5 calendar days from the date of signing of the references about the value of completed works (standard form No. 3-KB), if financing is available. The Acts of completion of works (standard form No. KB-2v)) should conform with the contract price previously quoted by the Contractor of the basis of price lists and design estimates, with observance of the provisions of DSTU NBD.1.1-1:2013 , DSTU NBD.1.1-2:2013 , DSTU NBD.1.1-3:2013, DSTU NBD.1.1-4:2013 and the requirements of Clause (vii)
2. The Contractor draws up an Act of completed works (standard form No. KB-2v) and submits it to the Employer for signing in paper and electronic forms before the 25th of the reporting month. The Employer checks the correctness and reality of the Act and signs it in the part of actually completed scopes of works within 3 days. The Contractor draws up a reference about the value of completed works (standard form No. 3-KB) and submits it to the Employer for signing in paper form before the 28th of the month, in which the works were completed. The Employer checks the correctness of the reference and signs it within 3 days; in the case of the Employer’s unfounded refusal to sign the reference within 3 days, it is considered accepted and signed by the Employer.
3. Final settlement with the Contractor for the completed works are done 30 days after the signing of the Act of Commissioning. The Employer has the right to delay payment for the works that were found to be incomplete or defective through the Contractor’s fault in the process of commissioning; the payments can be delayed till the elimination of such defects whereas the Contractor is obliged to eliminate them at own cost.
4. Acquisition and storage expenses are calculated according to the percentage recommended by the State Construction Agency. General expenses of production and administrative costs are calculated according to Appendixes B, V, D and the calculations submitted by the Contractor, with application of Appendixes A, G; Clauses 4.3.2, 4.3.3, 5.3.2, 5.3.3 of DSTU-NBD.1.1-3:2013. The amount of profit is calculated according to Clause 6.3 and Appendix Е of DSTU-NBD.1.1-3:2013. The value of material resources is accepted at prices that do not exceed those built into the Contract price and have a material proof (bills of materials or cost calculations for the own-produced materials). Calculation of expenses for the transport of material resources is done by the Contractor according to Clause 6.3.1.1. DSTU-NBD.1.1-3:2013. The cost of operation of construction machinery and mechanisms contained in the direct costs is determined by the Contractor on the basis of the standard time taken by such machinery for the scope of proposed works and of the cost of cooperation of such machinery per unit time built in the Contract Price, with an obligatory compliance with Clauses 6.2.1.5. and 6.2.2 of DSTU-NBD.1.1-2:2013 and the regulations of DSTU-NBD.1.1-4:2013. If the construction and assembly works are planned with the machinery available in the pretender’s organization instead of those stipulated by norms and regulations, the pretender will have to replace the construction mechanisms according to Clause 6.2.1.5 of DSTU-NBD.1.1-2:2013 and submit comparative calculations of the exchange of mechanisms. In case of use of hired machinery, the regional price determined by the market analysis of the hire of construction machinery and mechanisms in the region and adjacent territories is considered to be the cost of 1 machine-hour (Clause 6.2.1.3 of DSTU-NBD.1.1-2:2013). Should such an analysis of rental services be unavailable, the cost of 1 machine-hour is established within the prices recommended by the Ministry of Regional Construction of Ukraine. when signing the construction contract, the winning Tenderer should corroborate the fact of hire of the machinery with a copy of corresponding hire contract.

**Requirements to inspection of performance**

During the working process, **the Employer** has the right for control and on-site supervision to ensure that the quality, scope, and value of the Works in progress comply with the design estimates and normative requirements and the materials, constructions and products comply with the normative requirements; the supervision can as well involve specialized organisations engaged by the Employer under agreements that determine their rights and powers, including making responsible decisions on behalf of the Employer. The Employer has the right to run checks, including checks with involved experts. The Employer has the right to demand free elimination of drawbacks caused by the Contractor’s violations. In this case, the Employer’s damages, in well-grounded amounts, are compensated by the Contractor, including corresponding reduction on the Contract price. The Employer has the right to cancel the Contract if the contractor has not commenced the works on time or performs them with a low quality, lack of qualification or so slowly that their completion within the time limit stipulated by the Contract becomes impossible. The Employer has the right to initiate changes in the Contract that are to be set forth in an additional agreement. The Employer has also other rights stipulated by the Contract, the Civil and Economic Codes of Ukraine, the General Conditions of conclusion and fulfilment of capital construction contracts and other legislative acts of Ukraine.

**General procedural requirements**

The Contractor is obliged:

* To commence works only after the registration of the declaration of the beginning of the construction and assembly work in the State Architectural and Construction Inspectorate; to ensure good quality and timely completion of the works stipulated by the Contract in accordance with the specifications and design estimate; to deliver the work in accordance with the procedure stipulated by construction norms and regulations; to be liable to the Employer for the delivery of materials and the quality of work that were delivered by the involved organisations.
* To provide the Object with construction materials on time, according to the Completion Schedule. All materials and structures used for construction and equipment have to be certified and meet the current requirements valid on the territory of Ukraine.
* To clean up the site systematically during the construction process and generally – upon completion of works from wastes, remains and debris that form in the process of work, fire safety measures, and arrangement of fences immediately on site.
* To observe the internal code of conduct, labour safety and fire safety rules on the site.
* To keep one copy of the project documentation with amendments to it on the construction site and to provide it for the Employer’s use on the latter’s request. Should the contractor detect miscalculations in the project documentation, the Contractor should inform the Employer in writing. The Employer is obliged to make changes in the technical documentations in the shortest term and give the corrected variant to the Contractor.
* To take steps to prevent leakage of the project documentation to third persons without the Employer’s consent.
* According to the procedure stipulated by the regulatory acts and the construction contract, to keep and, upon completion, handle over to the Employer the documents concerning the fulfillment of the construction contract.
* According to the procedure stipulated by the legislation and the construction contract, to deliver the completed work (construction object) to the Employer. The Contractor ensures complete, proper and timely keeping of the turnover documents, as stipulated by the procedure and the present Contract, and appoints persons responsible for it. At the final stage of work, the Contractor handles one copy of the turnover documents to the Employer.
* To engage sufficient number of appropriately qualified engineering staff and workers in the work.
* To inform the Employer on time (minimum 2 weeks prior) and in writing about possible delay or suspension of work due to the circumstances beyond the Contractor’s control.

**Guaranty**

The contractor guarantees to the Employer the quality of Works delivered under the Contract during 2 years of the guaranty period from the moment of signing of the Act of acceptance, as required for construction and assembly works, on condition of observing of the operating requirements.

Should any defects be detected during the guaranty period, the Contractor should eliminate them at own cost and within the time stipulated by the Defects Certificate.

The guaranty period begins on the date of signing the Act of acceptance of completed works (the construction object).

**General procedural requirements**

A Tenderer should submit in the Tender Proposal the information about engaging of subcontractor organizations for contractual works.

A Tenderer should submit in the Tender Proposal certified copies of the licence (with attachments) for certain activity and certified copies of subcontractors’ licences, in case of their engagement.

**\*Note:** If the TECHNICAL SPECIFICATION of this Tender document has a reference to a certain brand or firm, patent, construction or type of the procured object, its origin or production, such references should be read with the words “or equivalent”.

**II.** **Delivery and Completion Schedule**

The required date of arrival at the Project Site is no later than ***16.07.2019.***

The required completion date is no later than ***30.08.2020.***

|  |  |
| --- | --- |
| **Name of Plant or Related Works** | **Delivery Schedule** (implementation period) |
| Development of design documentation | 2-3 months after conclusion of the contract |
| Supply of plant and materials | 2-3 months after the receipt of the 1st tranche |
| External insulation of walls and socle including insulation of window and door slopes andother necessary works | 4-5 months after the receipt of the 2nd tranche |
| Decoration of the porch walls | 4-5 months after the receipt of the 2nd tranche |
| Replacement of windows, finishing of interior slopes, mounting of window sills and other necessary works | 4-5 months after the receipt of the 2nd tranche |
| Replacement of doors, finishing of interior slopes and other necessary works | 4-5 months after the receipt of the 2nd tranche |
| Blind area of the blind area along the socle of the building. Width 1.0-1.2 m. | 4-5 months after the receipt of the 2nd tranche |
| Build-up of the parapet and vent ducts | 4-5 months after the receipt of the 2nd tranche |
| Replacement of the roof parapet | 4-5 months after the receipt of the 2nd tranche |
| The schedule of execution of works is developed by the Contractor for each school separately by type of work on the basis of design documentation and standard terms of construction and installation work execution. The schedule of works execution is an integral part of the Contract. | |

**ІІІ.** **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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Model:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (*these details must be provided for all items*) |
| **2** |  |  |
| **3** | Related services |  |

**EXAMPLE:**

**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.

Drawings

**GENERAL RECOMMENDATIONS**

* 1. Requirements to the product construction
  2. Requirementstomaterials, constructionprofilesandcomponents of the products
  3. Composition of the set

**Technical documentation**

**Safety**

**Operation requirements**

|  |  |  |
| --- | --- | --- |
| Section V. General Conditions of Contract | | |
| 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 fulfilment 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. |
| 1.1.3 | 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 of Ukraine. |
| 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 7, and the Delivery and Completion Schedule, as per GCC 8. |
| 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. The Contractor’s inquiries for making corrections under this clause should be made within twenty-eight (28) days from the date of receipt of the Employer’s directive about changed by the Contractor.  The prices that have to be paid by the Contractor for any Related Works that can be necessary but are not included in the Contract should be agreed by the Parties preliminary and may not exceed dominant prices paid by the Employer for similar services to 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 extensionthereof 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: the ***Capital Construction Department of the Lutsk City Council*** |
| **1.1.2.5** | The financier is:**NEFCO (**Nordic Environmental Finance Corporation) International Financial Organisation 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 #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:  ***MI Educational Complex No.9 of Lutsk City Council (building 1) on Potapova str., 30, Lutsk city,***  ***MI Educational Complex No.9 of Lutsk City Council (building2) on Potapova str., 30, Lutsk city,***  ***MI School of I-II degrees No.11-Collegium of Lutsk City Council on Nalyvaika str.,10B, Lutsk city,***  ***MI School of I-III degrees No.16 of Lutsk City Council (building 1) on Korolova str.,7, Lutsk city;***  ***MI School of I-III degrees No.16 of Lutsk City Council (building 2) on Korolova str., 7, Lutsk city;*** |
| **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:***Karaban Leonid Vasylovych***  Street Address:***Bohdana Khmelnytskoho str., 19***  Floor/Room number: ***2/206***  City, Oblast: ***Lutsk city, Volyn region***  Postal Code: ***43025***  Country: ***Ukraine***  Telephone: ***+ 38*** (***0332) 272 4956***  Facsimile number:+ 38 (***0332) 272 3148***  Electronic mail address:[***ukb@lutskrada.gov.ua***](mailto: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 UkrainianContractor, 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 Con-tractor’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 re-spective Plant and Related Works, and documents proving full and complete in-voicing 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 be10% 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 21.3. |
| **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 Plantand 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 VIІ. 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 . . . . . . . . ***[insertamount(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 *[insertamount(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’sRequirements
    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.

|  |  |
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| **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 ofWitness:** | **…………………………………………………..** |
| Name: |  |
| Address: |  |
| Date: |  |

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| 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 extensionof 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.”

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| 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.*