**INVITATION FOR TENDERS**

**Ukraine**

***Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky***

**INVITATION FOR TENDERS**

***Capital repairs (with HIS installation) of Khmelnitsky School №14 located at 17, Sportyvna str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***

***Capital repairs (with HIS installation) of Khmelnitsky Kindergarten №29 “Rankova zirka” located at 6/1, Karmelyuka str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***

Department of education and science of Khmelnitsky City Council hereinafter referred to as “the Employer”, intends to use part of the proceeds of a grant from the Nordic Environment Finance Corporation (NEFCO) towards the cost of ***capital repairs (with HIS installation) of Khmelnitsky School №14 located at 17, Sportyvna str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky” and capital repairs (with HIS installation) of Khmelnitsky Kindergarten №29 “Rankova zirka” located at 6/1, Karmelyuka str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***.

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

* ***Capital repairs (with HIS installation) of Khmelnitsky School №14 located at 17, Sportyvna str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***
* ***Capital repairs (with HIS installation) of Khmelnitsky Kindergarten №29 “Rankova zirka” located at 6/1, Karmelyuka str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***.

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 revenue in the previous **three** years was at least **two** times greater than price of his tender. In case of tender submitted by JVCA, the leading partner should demonstrate at least 50% compliance with the requirement;
* the Tenderer has satisfactorily supplied similar plant and works to other purchasers and completed at least **five (5)** similar contracts in the recent **five** years
* 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.

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 amount of not less than 2 (two) per cent of the tender price in the currency of the tender. The purpose of tender security is to ensure the tenderers are serious about their participation, irrespective of the contract size.

Tenders must be delivered to the office at the address below on or before ***13:00 on 31.08.2017***, at which time they will be opened in the presence of those tenderers’ representatives who choose to attend.

Meeting for Tenderers and Employer representatives to visit project sites and review design documentation will take place at 12:30 on 28.07.2017 at 53, Hrushevskogo str., Khmelnitsky.

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

***Contact name* Liudmyla V. Kornietska, Head of the Tender Committee**

***Purchasing entity* Department of education and science of Khmelnitsky City Council**

***Address* 53, Hrushevskogo str., 29000 Khmelnitsky**

***Tel:*  +38 (067) 74-22-107**

***Fax:*  +38 (0382) 65-12-64**

***Email:* saiko.svitlana@ukr.net**

Date: 18.07.2017

**Tender Document for**

**Procurement of Plant**

**and Related Works**

**Procurement of:**

***Capital repairs (with HIS installation) of Khmelnitsky School №14 located at 17, Sportyvna str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***

***Capital repairs (with HIS installation) of Khmelnitsky Kindergarten №29 “Rankova zirka” located at 6/1, Karmelyuka str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***

**Issued by:** Tender Committee of the Department of education and science of Khmelnitsky City Council

**Tender No: KHM-G1**

**Employer:** Department of education and science of Khmelnitsky City Council

**Country:** Ukraine

**Tender Document**

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PART 1 – Tendering Procedures

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| Section I. Instructions to Tenderers |

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|  | | | 1. General |
| 1. Scope of Tender | | | * 1. The Employer, ***Department of education and science of Khmelnitsky City Council,*** issues this Tender Document for the procurement of ***capital repairs (with HIS installation) of Khmelnitsky School №14 located at 17, Sportyvna str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficien-cy in Public Building in the City of Khmelnitsky” and capital repairs (with HIS installation) of Khmelnitsky Kin-dergarten №29 “Rankova zirka” located at 6/1, Karmelyuka str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”***, as specified in Section V, Employer’s Requirements. |
|  | | | * 1. Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section VI, General Conditions of Contract. |
| 1. Source of Funds | | | * 1. The Borrower (hereinafter called the “Recipient”) of the Nordic Environment Finance Corporation’s (hereinafter called “the NEFCO”) financing, ***Khmelnitsky City Council,*** requested funding toward the cost of the project ***Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky***. 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 the NEFCO will be made only at the request of the Recipient and upon approval by the NEFCO in accordance with the terms and conditions of the financing agreement between the Recipient and the NEFCO (hereinafter called the “Grant Agreement”), and will be subject in all respects to the terms and conditions of that agreement. |
|  | | | * 1. No part of the grant could be used directly or otherwise for the payment of any taxes, including dues or other similar payments in the territory of Ukraine or in any other place. For this purpose the amount of grant will be waived from taxation according to the Procedure for Attraction and Monitoring of International Technical Assistance as approved by the Cabinet of Ministers’ Decree of 15.02.2001 No. 153 (including amendments). |
| 1. Prohibited Practices | | | 3.1 The NEFCO requires that Recipients, 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, the NEFCO:  (a) defines, for the purposes of this provision, Prohibited Practices as one or more of the following: “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and (v) “theft” means the misappropriation of property belonging to another party.  (b) will reject a proposal for award if it determines that the Tenderer, supplier, subsupplier, contractor, subcontractor, concessionaire, consultant or subconsultant recommended for award has engaged in Prohibited Practices in competing for the contract in question;  (c) will cancel the portion of 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 Recipient or of a beneficiary of the NEFCO financing during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the 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 Recipient 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 Recipient; 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 the NEFCO, a provision be included requiring suppliers, subsuppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants to permit the NEFCO to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the NEFCO. |
|  | | | 3.2 Furthermore, Tenderers shall be aware of the provisions stated in Section VI and VII, General and Particular Conditions of Contract. |
| 1. Eligible Tenderers | | | * 1. For the purpose of this tender, a Tenderer may form 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. A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section IV, Eligible Countries.   2. 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. |
| 1. Eligible Plant and Related Works | | | * 1. All Plant and Works to be supplied under the Contract and financed by the NEFCO, shall have as their country of origin an eligible country of the NEFCO as listed in Section IV, Eligible Countries. |
|  | | | 1. Preparation of Tenders |
| 1. Cost of Tendering | | | 6.1 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.   * 1. 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 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Employer in writing by sending his written request to the address ***53, Hrushevskogo str., Khmelnitsky, Email: saiko.svitlana@ukr.net***. The Employer will respond to any request for clarification, provided that such request is received prior to ***11.08.2017***, 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.  8.2 Where applicable, the Tenderer is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract.  8.3 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; |
|  | | | 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 DAP 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 DAP at Site; 2. For plant delivered from inside Ukraine tender price shall be – delivered at Site less VAT**.**   Site is located in Ukraine, ***the premises of Khmelnitsky School №14 located at 17, Sportyvna str., Khmelnitsky and Khmelnitsky Kindergarten №29 “Rankova zirka” located at 6/1, Karmelyuka str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Efficiency in Public Building in the City of Khmelnitsky”*** |
| 1. Related Works | | | * 1. The Related Works are:   Site Works, including, preparation of installation drawings, arrival inspection, installation, decommissioning of the equipment to be replaced, putting installed equipment into operation, commissioning of Plant to the Employer, and other works required by the Technical Specifications and Price Schedules.  Price of the Related Works including travelling, daily allowance, accommodation and other related side costs shall be included in the tender. |
| 1. Currencies of Tender | | | * 1. All prices quoted by tenderers shall be in EURO. |
| 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. |
| The documentary evidence of the Tenderer’s qualifications to perform the Contract if its tender is accepted shall establish to the Purchaser’s satisfaction that   1. the Tenderer, has the financial, technical and production capability and capacity necessary to perform the Contract, and Tenderer’s average annual revenue in the last **three** years was at least **two** times greater than price of his tender. In case of tender submitted by JVCA, the leading partner should demonstrate at least 50% compliance with the requirement; 2. the Tenderer has satisfactorily supplied similar plant and works to other employers and completed at least **five (5)** similar contracts in the recent **five** years; 3. the Tenderer (each partner of JVCA) is not bankrupt or under bankruptcy procedures according to the national legislation or regulations. This should be supported by the Extract from the State Registry of Legal Entities and Individual Entrepreneurs indicating that the Tenderer is not ruled bankrupt according to the national legislation and it is not being liquidated. |
| 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  € 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**.**  (d)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.  (e)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 authorized by the plant’s manufacturer or producer to supply the plant in the Purchaser’s country. |
| 1. Validity of Tenders | | | * 1. Tenders shall remain valid **90** 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 security using the form included in Section III, Tender Forms. The tender security amount shall be not less than 2% of tender price in the currency of the tender, and it shall be valid for twenty-eight days (28) beyond the original validity period of the Tender.   2. Any Tender not accompanied by a substantially responsive tender security shall be rejected by the Employer as nonresponsive. In addition, the tender security may be forfeited:  1. if a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer in the Letter of Tender, or 2. if the successful Tenderer fails to sign the Contract or furnish a performance security. |
|  | | |  |
| 1. Format and Signing of Tender | | | * 1. The Tenderer shall prepare one original of the documents comprising the tender and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit **3** copies of the tender and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.   In addition, the Tenderer shall include into its Tender an electronic form of the completed tender forms and a description of the proposed Plant and Works (if such description is included into the original Tender) in a PDF format on CD ROM. |
|  | | | * 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: *53, Hrushevskogo str., 29000 Khmelnitsky* |
|  | | | * 1. The inner and outer envelopes shall:      1. bear the name and address of the Tenderer;      2. be addressed to the Employer; and |
|  | | | * + 1. bear a warning: “Do not open before *13 a.m. on 31.08.2017*” |
|  | | | * 1. If envelopes and packages are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. |
| 1. Deadline for Submission of Tenders | | | * 1. Tenders must be received by the Employer at the address and no later than ***13 a.m. on 31.08.2017***. |
| 1. Tender Opening | | | * 1. The Employer shall conduct the Tender opening in public, in the presence of Tenderers` designated representatives (as well as anyone else) that choose to attend, and at the address specified in 17.1(b) above immediately after deadline specified for submission of tenders in 18.1 above. |
|  | | | 1. Examination of Tenders |
| 1. Confidentiality | | | * 1. Information relating to the evaluation of Tenders shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers. |
|  | | | * 1. Any attempt by a Tenderer to influence improperly the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender. |
|  | | | * 1. Notwithstanding ITT 20.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it should do so in writing. |
| 1. Clarification of Tenders | | | * 1. The Employer may, at its discretion, ask any Tenderer for a clarification of its Tender, to be provided within **5 (five)** days. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders. |
|  | | | * 1. If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, its Tender may be rejected. |
| 1. Determination of Responsiveness | * 1. The Employer’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT8. |
|  | * 1. A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission. |
|  | (a) “Deviation” is a departure from the requirements specified in the Tender Document; |
|  | (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; I |
|  | (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document. |
|  | * 1. A material deviation, reservation, or omission is one that, |
|  | (a) if accepted, would: |
|  | (i) affect in any substantial way the scope, quality, or performance of the Employer’s Requirements as specified in Section V; or |
|  | (ii) limit in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or |
|  | (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. |
|  | * 1. If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
|  | * 1. Provided that a Tender is substantially responsive, the Employer may waive any quantifiable nonconformity in the Tender that does not constitute a material deviation, reservation or omission. |
|  | | | * 1. Tender Evaluation and Comparison |
| 23. Evaluation and Correction of Mathematical Errors | | | 23.1 The Employer shall use the criteria and methodologies indicated in Section II, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| |  | | --- | | 23.2 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors as indicated in Section II. Evaluation and Qualification Criteria. | | 23.3 If a Tenderer does not accept the correction of errors, its Tender shall be declared non-responsive and its Tender security shall be forfeited (if Tender security is required according to clause 15). | |
| 23.4 Tender evaluation and comparison and a subsequent contract award shall be carried out in line with NEFCO’s Tender Evaluation Guide. |
| |  |  | | --- | --- | | 1. Employer ’s right to accept or reject any or all Tenders | 33.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. | | | | 24.1 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 | | | 25.1 The Employer will award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. |
| |  |  | | --- | --- | | 1. Variation of quantities at time of award | 33.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers. | | | | 26.1 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** | | 27.1 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. |
|  | | 27.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. |
|  | | 27.3 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** | | 28.1 Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement. |
|  | | 28.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer. |
|  | | 28.3 Upon the successful Tenderer’s furnishing of the signed Contract Agreement and Performance Security pursuant to ITT 29, the Employer will discharge its Tender Security (if Tender security is required according to clause 15). |
| 1. **Performance Security** | | 29.1 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. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country. |
|  | | 29.2 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 and forfeiture of the Tender security. 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** | | |
| **1** | **Correction of Mathematical Errors** | |
| 1.2 | **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. | |
| **2** | **Tender Adjustment** | |
| 2.1 | The Employer can adjust tender price for evaluation for quantifiable nonmaterial nonconformities related to documentation requirements that could impact on costs to Employer in case of contract award to the respective tenderer. The methodology proposed by the tender evaluation committee for carrying out such an adjustment of tender price shall be submitted for NEFCO’s review and “no objection” prior to completion of evaluation and award recommendation. | |

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| **Qualification Criteria** | |
| **3** | To be qualified for contract award, the Tenderer must demonstrate to the Employer that it substantially satisfies the requirements regarding eligibility, experience, equipment, financial position and litigation history, specified below: | |

1. the Tenderer, has the financial, technical and production capability and capacity necessary to perform the Contract, and Tenderer’s average annual income in the last **three years (3)** was at least **two** times greater than price of his tender. In case of tender submitted by JVCA, the leading partner should demonstrate at least 50% compliance with the requirement;
2. the Tenderer has satisfactorily supplied similar plant and works to other employers and completed at least **five (5)** similar contracts in the recent **five** years;
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;
5. The Subcontractors should meet the following minimal requirements:

* The Subcontractor has technical and productive potential and capacities required to perform the Subcontractor Contract;
* The Subcontractor has successfully supplied similar plants and works to other employers;
* The Subcontractor will be able to carry out warranty obligations;
* The Subcontractor is not bankrupt or under bankruptcy procedures according to the national legislation or regulations.

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

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

Date:

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

We, the undersigned, declare that:

1. We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers;
2. We offer to supply, in conformity with the Tender Document, the following Plant and Related Works:………………………………………………………………….
3. The total price of our Tender, excluding any discounts offered in item (d) below is: …………………………………………………………………………………………
4. The discounts offered and the methodology for their application are: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………
5. 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;
6. If our tender is accepted, we commit to furnish a performance security in accordance with the Tender Document;
7. Our firm, including any subcontractors or suppliers and subsuppliers for any part of the Contract, have nationalities from eligible countries
8. We, including any subcontractors or suppliers and subsuppliers for any part of the Contract have no conflict of interest;
9. We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process;
10. 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;
11. We are not a government-owned entity;
12. 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.
13. 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:** |  |

|  |  |
| --- | --- |
| **Price Schedules**  **Price Schedule #1: Plant and Materials to be Supplied. Kindergarten №29** | |
|  | Date:  Tender: |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Q-ty** | **Unit price: DAP or at site w/o VAT (EUR)** | **Total price: DAP or at site w/o VAT (EUR) (***4* **x** *5***)** |
| **1** | 2 | 3 | 4 | 5 | 6 |
|  | **Section 1. Windows replacement** |  |  |  |  |
|  | Tendon anchors АІІІ d=10 mm | 1 t | 0,013 |  |  |
|  | Metal-plastic window blocks with double glazing and iron products | m2 | 61,4 |  |  |
|  | Polyurethane foam | l | 18,38 |  |  |
|  | Wall dowels | units | 244 |  |  |
|  | Capping | m | 202,2 |  |  |
|  | Enamel ПФ-1126, light grey, ivory | t | 0,0150711 |  |  |
|  | Primer ГФ-021 red-brown | t | 0,0000427 |  |  |
|  | **Section 2. Door installation** |  |  |  |  |
|  | Metal doors | m2 | 32,2 |  |  |
|  | Polyurethane foam | l | 8 |  |  |
|  | **Section 3. Pit covering** |  |  |  |  |
|  | Superdiffusion membrane for insulated roof, 115 g / m2, vapour permeability 1400g / m2 | m2 | 25,74 |  |  |
|  | Mineral wool insulating plates based on basalt fiber with 200 mm thickness, Technoruf В60 (200 kg/m3) | m3 | 4,82 |  |  |
|  | Square pipe 60х5 mm | t | 0,339 |  |  |
|  | Angle bar 75х5 | t | 0,102 |  |  |
|  | Pipe 30х30х3 | t | 0,14 |  |  |
|  | Metal profile ТП-20 | m2 | 34,1 |  |  |
|  | Galvanized self-tapping screws | units | 400 |  |  |
|  | Galvanized sheet steel, thickness 0,6 mm | t | 0,0332 |  |  |
|  | Galvanized self-tapping screws | units | 80 |  |  |
|  | Wall dowels SM 8х60 | 1000 units | 0,08 |  |  |
|  | Drainage system Storm | пм | 23,1 |  |  |
|  | **Section 4. Roof insulation** |  |  |  |  |
|  | Superdiffusion membrane for insulated roof, 115 g / m2, vapour permeability 1400g / m2 | m2 | 1281,61 |  |  |
|  | Mineral wool insulating plates based on basalt fiber with 200 mm thickness, Technoruf В60 (200 kg/m3) | m3 | 240,0106 |  |  |
|  | Wire nettings | t | 1,141798 |  |  |
|  | Liquefied gas | cylinder | 18,25 |  |  |
|  | Bituminous primer Technicol № 1 | l | 932,08 |  |  |
|  | Roofing material "Bicroelast EPP 2,0 of bottom layer” | m2 | 1339,865 |  |  |
|  | Roofing material "Bicroelast EPP 4,0 of top layer” | m2 | 1316,563 |  |  |
|  | Ecobit tape, 10m х100mm | units | 41,4 |  |  |
|  | Bituminous primer Technicol № 1 | l | 169,7 |  |  |
|  | Roofing material "Bicroelast EPP 2,0 of bottom layer” | m2 | 232,8 |  |  |
|  | Roofing material "Bicroelast EPP 4,0 of top layer” | m2 | 232,8 |  |  |
|  | Liquefied gas | cylinder | 5,5 |  |  |
|  | **Section 5. Parapet** |  |  |  |  |
|  | Ready items made of galvanized steel | m2 | 175,014 |  |  |
|  | Wall dowels with bolt screws | 100 units | 10 |  |  |
|  | **Section 6. Façade arrangement** |  |  |  |  |
|  | Decorative plaster acrylic Ceresit СT 64, 2,0 mm | kg | 74,64 |  |  |
|  | Acrylic plaster СТ64 | kg | 1007,64 |  |  |
|  | Acrylic paint Ceresit СT 42 | kg | 194,064 |  |  |
|  | Pedimental profile | m | 240 |  |  |
|  | Mineral wool plates "Technofas" based on  basalt fiber density 145kg/m3, thickness 100 mm (to insulate walls) | m3 | 257,19 |  |  |
|  | Wall dowels 10х160 | unit | 19421 |  |  |
|  | Wall dowels for installation | unit | 264 |  |  |
|  | Сеrеsіt СТ 190 рrо mortar mix to affix and protect the plates | kg | 28843,2 |  |  |
|  | Glass construction netting | m2 | 2764,14 |  |  |
|  | Primer Сeresit CТ-16 рrо to prepare the base for decorative plastering and painting | kg | 408,61 |  |  |
|  | Acrylic plaster СТ64 | kg | 6489,72 |  |  |
|  | Acrylic paint Ceresit СT 42 | kg | 1206,61 |  |  |
|  | **Plumbing works** |  |  |  |  |
|  | **Section. IHS** |  |  |  |  |
|  | Complex heat substation SH-Y17-1703 (Danfoss) according to sheet ОВ-9 incl.:  JIP-FF (Danfoss) – ball valve PN16, Tmax. 180 DN25, flanged valve – 2 units  FVF-(64) (Danfoss) – reticular filter, PN16, Tmax. 150 С0, flanged – 2 units  AVP (Danfoss) – pressure difference controller, kvs 16.5, 0.2-1.0 bar, PN25, 25, external thread – 1 unit  VB 2 (Danfoss) – adjustable valve, kvs 6.3, PN 25, Tmax. 150 С0. DN20 – external thread – 1 unit  AMV 20 (Danfoss) – electric drive pressure difference controller, 230 V, without springs – 1 unit  Thermador 386 (Danfoss) – reverse valve, kvs 999, PN16, Tmax. 200 С0, DN32, interflanged – 1 unit  IVR 954 (Danfoss) – drain valve, PN25, Tmax. 110 С0. 15 – internal thread – 1 unit  FVF – (64) (Danfoss) – filter circuit, PN 16, Tmax. 150 С0, DN32, fledged – 1 unit  SYR 1915 (Danfoss) – safety valve, max. 6.0 bar. 20 – internal thread – 1 unit  Yanos MAXO (WILLO) – circulating pump Yanos MAXO 25/0,5-7, 1\*230 V – 1 units  JIP-WW (Danfoss) – ball valve, PN40, Tmax. 180 С0, 32 -diameter, welded – 2 units  Thermador 386 (Danfoss) – reverse valve, kvs 999, PN25, Tmax. 200 С0, DN32 – 1 unit  KPI 35 (Danfoss) – Relay for differential pressure, 0.4 – 1.5 bar, Tmax. 100 С0, G1/4 - external thread.  IVR 954 (Danfoss) – ball valve, PN25, Tmax. 110 С0. 15 – external thread – 2 units  LFY – WH (Danfoss) – reverse valve, PN16 Tmax. 120 С0, DN32, interflanged – 2 units  ECL 210 (Danfoss) – Electronic temperature controller with ECL key А231 type – 1unit  ESMT (Danfoss – Temperature sensor of external air ESMT – 1 unit  ESMU – 100/Cu ( Danfoss ) – stainless steel sleeve 100 mm + temperature controllers PN25, Tmax. 140 С0 – 1 unit  DIN 16271 ( Danfoss ) – three-way valve of manometer 400 bar ST – 6units  Control unit ( Danfoss ) – electric metal desk 1\*230 V, 195-1500 W – 1 units | unit | 1 |  |  |
|  | SHARKY-775 (HYDROMETER) – ultrasonic heat meters – 1 unit:  Self-powered heat calculator;  Ultrasonic flowmeter DN 25, Gh = 6,0 m3/h;  A pair of resistance temperature sensors.  ФОФ (Ukrspetsarmatura) – Fledged mud-collector filter DN 80 – 1 unit  GV – 16F (Ukrspetsarmatura) – flanged damper valve DN 80 – 2 units | unit | 1 |  |  |
|  | Flat steel flanges ВСт3сп2, ВСт3сп3, pressure 1,0 Mpa [10 kgs/sm2], d. 80 mm | unit | 4 |  |  |
|  | Flange iron valve Ду80 mm, GV-16F | unit | 2 |  |  |
|  | ФОФ (Danfoss) – Fledged mud-collector filter DN 80 | unit | 1 |  |  |
|  | Coupled brass three-way valves for liquids, 11Б18бк, pressure 1,6 Mpa [16 kgs/sm2], d. 15 mm | unit | 1 |  |  |
|  | Manometer ІСМА 244 | unit | 6 |  |  |
|  | Thermometer ІСМА 206 | unit | 6 |  |  |
|  | Steel welded pipes, black usual, diameter 80 mm, wallside thickness 4 mm | m | 6 |  |  |
|  | Steel welded pipes, black usual, diameter 32 mm, wallside thickness 4 mm | m | 8,5 |  |  |
|  | Steel welded pipes, black usual, diameter 25 mm, wallside thickness 3,2 mm | m | 4 |  |  |
|  | Thermal insulation pipe Technikol d.80mm thickness 80mm | п.м | 6 |  |  |
|  | Thermal insulation pipe Technikol d.32m thickness 30mm | п.м | 8,5 |  |  |
|  | Thermal insulation pipe Technikol d.25mm thickness 20mm | п.м | 8,5 |  |  |
|  | **Section. Ventilation** |  |  |  |  |
|  | Slit air vent Titon Trіmvеnt Sеlесt ХtrаS13 | unit | 83 |  |  |
|  | Slit air vent ПО 400 (Vents) | unit | 79 |  |  |
|  | **Section. Rainwater drainage** |  |  |  |  |
|  | Plastic insulated hopper head d.110mm HL69H/1 | unit | 5 |  |  |
|  | **Electrical work** |  |  |  |  |
|  | **IHS** |  |  |  |  |
|  | Assembly set of power distribution panel НЩО-63/24 | unit | 1 |  |  |
|  | Automatic circuit breaker РL7-С16/1 | unit | 3 |  |  |
|  | Automatic circuit breaker РL7-С20/1 | unit | 1 |  |  |
|  | **Installation in IDP** |  |  |  |  |
|  | Automatic circuit breaker РL7-С25/1 | unit | 1 |  |  |
|  | ЛПП 02-2х36 lamp | unit | 3 |  |  |
|  | Mercury luminescent lamps of low pressure ЛБ-36 | 10 unit | 0,6 |  |  |
|  | Starters for fluorescent lamps (Ceramic condenser) 80С-220 | 10 unit | 0,6 |  |  |
|  | Portable lantern battery portable АМФ-8М | unit | 1 |  |  |
|  | Transferrable lamp РВО-Ч2У2 | unit | 1 |  |  |
|  | LED indoor lighting lamps МО12-40 | 10 unit | 0,1 |  |  |
|  | Box with reducing transformer 282х205х130мм ЯТП-0,25 | unit | 1 |  |  |
|  | Unipolar open switch ВСПБ10-1-1-0-ЛБ | unit | 1 |  |  |
|  | Steel welded pipes, black usual, diameter 20 mm, wallside thickness 2,8 mm | m | 25 |  |  |
|  | Plastic box 30х20мм | m | 30 |  |  |
|  | Wire 380W cross section 6mm2 ПВ3 нгд | 1000m | 0,05 |  |  |
|  | Wire 1000W cross section 3х2,5mm2 ВВГ | 1000m | 0,03 |  |  |
|  | Cable ВВГнг-нд cross section 4х2,5mm2 | 1000m | 0,005 |  |  |
|  | Cable ПВС нг-нд cross section.3х2,5mm2 | 1000m | 0,035 |  |  |
|  | **Section. Automatization** |  |  |  |  |
|  | Plastic box 30х20mm | m | 20 |  |  |
|  | Wire ПВС cross-section.2х1,0mm2 | 1000m | 0,03 |  |  |
|  | **Section. Electrical lighting** |  |  |  |  |
|  | ND13w A60 E27 840 LED lamp | 1unit | 303 |  |  |
|  | *Other required materials, not indicated in the list (if available)* |  |  |  |  |
| **Total amount (to be carried to Summary Schedule)** | | | | |  |

\* - Any reference to a specific trademark or company, design or type, origin of materials or manufacturer, shall be consider in revision with the expression "or equivalent"

|  |
| --- |
| 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 V – 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, Kindergarten №29** | | |
|  | Date:  Tender: |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Q-ty** | **Unit price, w/o VAT (EUR)** | **Total price, w/o VAT (EUR) (***4* **x** *5***)** |
| 1 | 2 | 3 | 4 | 5 | 6 |
|  | **General construction works** |  |  |  |  |
|  | **Section 1. Windows** |  |  |  |  |
|  | Brick mooring of separate areas of external walls | 100 m3 | 0,034 |  |  |
|  | Dismantling of window boxes in stone walls with beating off plaster in slopes | 100 units | 0,3 |  |  |
|  | Removing uncovered window frames | 100 m2 | 0,702 |  |  |
|  | Filling windows slots in the walls by ready metal-plastic blocks with surface area more than 1 m2 till 2m2 out | 100m2 | 0,182 |  |  |
|  | Filling windows slots in the walls by ready metal-plastic blocks with surface area more than 2 m2 till 3m2 out | 100m2 | 0,288 |  |  |
|  | Filling windows slots in the walls by ready metal-plastic blocks with surface area more than 3m2 out | 100m2 | 0,144 |  |  |
|  | Disassembling of window metal water protecting unit | 100m | 2,022 |  |  |
|  | Assembling of window metal water protecting unit | 100m | 2,022 |  |  |
|  | Dismantling of metal grates Р-1--Р-8 | 1t | 1,94 |  |  |
|  | Installation of metal grates | 1t | 1,94 |  |  |
|  | Cleaning of metal surfaces by brushes | m2 | 137,01 |  |  |
|  | Priming of metal surfaces by one time ГФ-021 | 100m2 | 1,3701 |  |  |
|  | Painting of metal surfaces with enamel ПФ-1126 | 100m2 | 1,3701 |  |  |
|  | **Section 2. Doors** |  |  |  |  |
|  | Dismantling of door boxes in stone walls with beating off plaster in slopes | 100 units | 0,14 |  |  |
|  | Disassembling of door panels | 100 m2 | 0,322 |  |  |
|  | Installation of metal door boxes with door panels – 14 units | 100m2 | 0,322 |  |  |
|  | Filling slits with mounting foam, cross-section of the slit is 20 cm2 | 100m | 0,902 |  |  |
|  | **Section 3. Entrance covering** |  |  |  |  |
|  | Disassembling of brick mooring on walls | 10 m3 | 0,146205 |  |  |
|  | Disassembling of parapet covering | 1 m3 | 1,026 |  |  |
|  | Arrangement of vapor barrier in one layer | 100m2 | 0,234 |  |  |
|  | Insulation of covering with mineral wool plates on bitumen mastic in one layer | 100m2 | 0,234 |  |  |
|  | Arrangement of frame structures of metal ceilings | 100m2 | 0,234 |  |  |
|  | Installation of bearers up to 12 m with height of the building up to 25 m | t | 0,1378 |  |  |
|  | Arrangement of covering | 100m2 | 0,341 |  |  |
|  | Arrangement of wall mount out of sheet steel | 100m | 0,216 |  |  |
|  | Drainage of drain pipes, coils, chains and cutlery made of finished elements | 100m | 0,231 |  |  |
|  | **Section 4. Roof insulation** |  |  |  |  |
|  | Arrangement of vapor barrier in one layer | 100m2 | 11,651 |  |  |
|  | Insulation of covering with mineral wool plates on bitumen mastic in one layer | 100m2 | 11,651 |  |  |
|  | Arrangement of cement levelling strainer | 100m2 | 11,651 |  |  |
|  | Wire mesh reinforcement | 100m2 | 11,651 |  |  |
|  | Arrangement of a roller coil of melting materials, with the use of gas-fired burners, in two layers (incl. drainage traps АБ-4) | 100m2 | 11,651 |  |  |
|  | Arrangement of a 400 mm height adjacency from rolled roofing materials to brick walls and parapets using gas-fired burners, with an tapes of the type "EcoBit" | 100 m | 3,946 |  |  |
|  | **Section 5. Parapet** |  |  |  |  |
|  | **Parapet covering** |  |  |  |  |
|  | Arrangement of vapor barrier in one layer | 100m2 | 1,389 |  |  |
|  | Arrangement of fireproof walls and parapets out of sheet steel | 100m | 2,778 |  |  |
|  | **Section 6. Façade arrangement** |  |  |  |  |
|  | Installation and disassembly of external metal tubular inventory scaffolding, height of scaffolding up to 16 m | 100m2 | 26,4 |  |  |
|  | Repair of plaster of smooth facades on stone and concrete from the ground and scaffolding with cement-lime mortar, area up to 5 m2, thickness of the layer 20 mm | 100m2 | 0,189 |  |  |
|  | Plastering of flat door surfaces | 100m2 | 0,189 |  |  |
|  | Polyvinilacetat painting of door slopes | 100m2 | 0,189 |  |  |
|  | Plastering by cement-lime mixture of the façade stone walls, thickness 200 mm | 100m | 5,517 |  |  |
|  | Polyvinilacetat painting of new facades | 100m2 | 1,6551 |  |  |
|  | Decorative plastering of facades | 100m2 | 3,732 |  |  |
|  | Acrylic painting | 100m2 | 3,732 |  |  |
|  | Mineral wool insulating plates with 100 mm thickness with decorative mixture "CEREZIT". Walls are smooth | 100 m2 | 24,036 |  |  |
|  | **Section 7. Inside arrangement** |  |  |  |  |
|  | Painting walls and slopes by polyvinilacetat water-emulsion mixtures inside the building | 100m2 | 0,162 |  |  |
|  | Painting walls by polyvinilacetat water-emulsion mixtures | 100m2 | 0,162 |  |  |
|  | Repair of plaster of smooth facades on stone and concrete from the ground and scaffolding with cement-lime mortar | 100m2 | 0,3765 |  |  |
|  | Painting slopes by polyvinilacetat water-emulsion mixtures | 100m2 | 0,3765 |  |  |
|  | **Section 8. Other** |  |  |  |  |
|  | Loading of garbage manually | 1 t | 10,66 |  |  |
|  | Garbage transportation up to 15 kg | t | 10,66 |  |  |
|  | **Plumbing works.** |  |  |  |  |
|  | **Section. IHS** |  |  |  |  |
|  | Shields, panels, rack frames, mass up to 400 kg – heat substation, installation on the floor | units | 1 |  |  |
|  | Connection of wires and leads of electric cables to devices and automation means, way of connection under a screw | 100 ends | 0,24 |  |  |
|  | Joining the pipes of the pipe postings made of water gas pipelines, diameter of passage is 100 mm | 10 joints | 0,4 |  |  |
|  | Installation of equipment for heat record of heat circuit with counter Shаrky 775 Hydrоmеtеr, d. up to 100 mm | units | 1 |  |  |
|  | Breeding on devices and connecting cable belts or conductors of an external network to the blocks of clamps and to clips of devices and devices installed on devices, the cross sections of core up to 10 mm2 | 100 threads | 0,03 |  |  |
|  | Installation of valves, latches, shutters, reverse valves, extinguishing valves at pipelines from steel pipes, diameter up to 100 mm | units | 2 |  |  |
|  | Installing filters to clean water with a diameter of 80 mm | filter | 1 |  |  |
|  | Installation of three-way pressure gauges manometers | set | 7 |  |  |
|  | Installation of thermometers | set | 5 |  |  |
|  | Laying of heating pipelines from steel electric welded pipes with a diameter of 80 mm | 100m | 0,06 |  |  |
|  | Laying of pipelines for heating from steel electric welded pipes with diameter up to 32 mm | 100m | 0,085 |  |  |
|  | Laying of pipelines for heating of steel electric welded tubes with diameter 25 mm | 100m | 0,04 |  |  |
|  | Thermal insulation pipe Technikol d.89mm thickness 80mm | 100m | 0,06 |  |  |
|  | Thermal insulation pipe Technikol d.32m thickness 30mm | 100m | 0,085 |  |  |
|  | Thermal insulation pipe Technikol d.25m thickness 20mm | 100m | 0,04 |  |  |
|  | Painting of new metal surfaces with white painting twice | 100m2 | 0,035 |  |  |
|  | **Section. Heating** |  |  |  |  |
|  | **Disassembling** |  |  |  |  |
|  | Dismantlement of flange valves up to 100 mm in diameter | 100шт | 0,03 |  |  |
|  | Dismantling of valves, diameter up to 50 mm | 100 units | 0,05 |  |  |
|  | Installing filters to clean water with a diameter of 40 mm | filter | 1 |  |  |
|  | Dismantling of heating pipelines made of steel seamless pipes with a diameter of 50 mm | 100m | 0,04 |  |  |
|  | Dismantling of heating pipelines made of steel seamless pipes with a diameter of 90 mm | 100m | 0,06 |  |  |
|  | **Section. Ventilation** |  |  |  |  |
|  | Installation of slot ventilators | 100 unit | 1,62 |  |  |
|  | **Section. Rainwater drainage** |  |  |  |  |
|  | Hooper head installation | unit | 5 |  |  |
|  | **Electrical works** |  |  |  |  |
|  | **IHS** |  |  |  |  |
|  | Assembly set of power distribution panel НЩО-63/24 | unit | 1 |  |  |
|  | Automatic circuit breaker installation | unit | 4 |  |  |
|  | **Installation in IDP** |  |  |  |  |
|  | Installing of switches and interchanges for voltage up to 25 A up to 100 А | 100 units | 0,01 |  |  |
|  | Installation of lamps for fluorescent lamps, which are installed on the pliers, number of lamps 2 pcs | 100 units | 0,03 |  |  |
|  | Mounting of a lantern (police) for incandescent lamps | 100units | 0,01 |  |  |
|  | Installation of transformers with lowering capacity up to 0,25 kV.A | units | 1 |  |  |
|  | Semi leak-roof and leak-roof switch (mounting) | 100 units | 1 |  |  |
|  | Installation of steel pipes for wiring with diameter up to 25 mm | 100m | 0,25 |  |  |
|  | Laying plastic boxes | 100m | 0,3 |  |  |
|  | Tightening the first wire with the cross-section more than 2.5 mm2 to 6 mm2 in the pipe | 100m | 0,25 |  |  |
|  | Tightening the first wire with the cross-section more than 2.5 mm2 to 6 mm2 in the pipe | 100m | 0,25 |  |  |
|  | Laying cable with cross-section more than 6 mm2 up to 10 mm2 | 100m | 0,35 |  |  |
|  | Metal structures (mounting) | t | 0,002 |  |  |
|  | Grounding conductor is open on building bases with the cross-section 160 mm2 (installation) | 100 m | 0,3 |  |  |
|  | **Section 1. Automatization** |  |  |  |  |
|  | Laying plastic case | 100m | 0,2 |  |  |
|  | Laying of the cable with the cross-section 6 mm2 | 100m | 0,2 |  |  |
|  | Cable with two-, fourthread, cross-section up to 16 mm2 (mounting) | 100 m | 0,1 |  |  |
|  | **Section 2. Earthing** |  |  |  |  |
|  | Horizontal grounding in the trench, the cross-section 160 mm2 | 100 m | 0,2 |  |  |
|  | Vertical grounding out of steel, size 50х50х5 mm (mounting) | 10 units | 0,3 |  |  |
|  | *Other required materials, not indicated in the list (if available)* |  |  |  |  |
|  | *Performance security* |  |  |  |  |
| **Total amount (to be carried to Summary Schedule)** | | | | |  |

\* - Any reference to a specific trademark or company, design or type, origin of materials or manufacturer, shall be consider in revision with the expression "or equivalent"

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| --- |
| 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 V – 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. Kindergarten №29**

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

|  |  |  |
| --- | --- | --- |
| *1* | *2* | *3* |
| **Item** | **Description** | **Total price, w/o 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 V – 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 #1: Plant and Materials to be Supplied. School №14** | |
|  | Date:  Tender: |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Q-ty** | **Unit price: DAP or at site w/o VAT (EUR)\*** | **Total price: DAP or at site w/o VAT (EUR) (***4* **x** *5***)\*** |
| 1 | 2 | 3 | 4 | 5 | 6 |
|  | **Section 1. Dismantling of separate parts** |  |  |  |  |
|  | **Entrance arrangement** |  |  |  |  |
|  | Gas-concrete blocks | m3 | 4,42 |  |  |
|  | Ceresit СT 21 | kg | 111,6 |  |  |
|  | Smooth hot-rolled reinforcing steel, class  A-III diameter 10 | t | 0,0054 |  |  |
|  | Polyurethane foam | bottle | 6 |  |  |
|  | Laying frames |  |  |  |  |
|  | Gas-concrete blocks | m3 | 0,117 |  |  |
|  | Ceresit СT 21 | kg | 3 |  |  |
|  | Smooth hot-rolled reinforcing steel, class  A-III diameter 10 | t | 0,0004 |  |  |
|  | Polyurethane foam | bottle | 2 |  |  |
|  | **Installation of window niches 2 units** |  |  |  |  |
|  | Primer Ceresit CT 17 | l | 11,6 |  |  |
|  | Putty "Satengips" | kg | 208,8 |  |  |
|  | Polyvinilacetat dispersion | kg | 416,597 |  |  |
|  | PrimeCeresit CT 17 | l | 1,19 |  |  |
|  | Putty "Satengips" | kg | 21,38 |  |  |
|  | **Stairs repair** |  |  |  |  |
|  | Primer Ceresit CT 17 | l | 0,15 |  |  |
|  | Putty "Satengips" | kg | 2,88 |  |  |
|  | Wall dowel 6х60 | unit | 534 |  |  |
|  | Wall dowel 6х40 | unit | 534 |  |  |
|  | Profile СД-60\*27 | unit | 1091 |  |  |
|  | Profile UД-27 | unit | 793 |  |  |
|  | Self-tapping screw 3,5х25 mm | unit | 10980 |  |  |
|  | Self-tapping screw 9,5х3,5 | unit | 3972 |  |  |
|  | Gypsum panels, 12,5 mm | m2 | 250,23 |  |  |
|  | Mineral wool "Technofas" density 145kg/m3, thickness 50 mm | m3 | 4,76 |  |  |
|  | Mineral wool "Technofas" density 145kg/m3, thickness 50 mm | m2 | 249,9 |  |  |
|  | Putty "Satengips" | kg | 357,3 |  |  |
|  | Aluminium angle bar | пм | 681 |  |  |
|  | Paint "Eko-Snezhka" | l | 90,87 |  |  |
|  | **Section 2. Door installation** |  |  |  |  |
|  | Metal structures of door boxes, leafs | t | 0,268 |  |  |
|  | Mineral wool filler, density not less than 30 kg/m3, different thickness | kg | 66,8 |  |  |
|  | Rubber pads [ pressed technical plate] | kg | 7,2 |  |  |
|  | Iron structures for front door blocks | set | 4 |  |  |
|  | Cement-lime mixture 1:1:6 | m3 | 0,5544 |  |  |
|  | Wall dowels with metal bracket 10\_150 to fix metal plastic windows and doors | unit | 30 |  |  |
|  | Polyurethane foam Ceresit TS 62 | bottle | 2 |  |  |
|  | Hinge | unit | 10 |  |  |
|  | Wooden door blocks with leafs,  ДН21-9Щ ,ДН21-9ЩП ГОСТ 24698-81 (covering by enamel twice) (1238,49+1,70x0x76,356)x1,843 | unit | 5 |  |  |
|  |
|  | Iron structures for front door blocks | set | 5 |  |  |
|  | Doors made of aluminium alloys with disintegrating single partially glazed double-poles, ДАЧ 21-16P | unit | 2 |  |  |
|  | Polyurethane foam Ceresit TS 62 | bottle | 2 |  |  |
|  | **Section 3. Entrance roof overhangs** |  |  |  |  |
|  | Pipe 40х40 | t | 0,213195 |  |  |
|  | Hydroinsulated tape ПДБ, thickness 0,55 mm | m2 | 22,27 |  |  |
|  | Mineral wool "Technofas" density 145kg/m3, thickness 50 mm | m3 | 2,273 |  |  |
|  | Metal profile ТП-20 | m2 | 40,5 |  |  |
|  | Self-tapping screws | unit | 300 |  |  |
|  | Galvanized sheet steel, thickness 0,6 mm | t | 0,0494 |  |  |
|  | Galvanized self-tapping screws | unit | 100 |  |  |
|  | Wall dowels SM 8х60 | 1000unit | 0,1 |  |  |
|  | **Entrance roof overhangs К-2, К-3, К-4** |  |  |  |  |
|  | Chemical resistant epoxy adhesive  XILTI composition | kg | 1 |  |  |
|  | Pipe 40х40 | t | 0,0596 |  |  |
|  | Widescreen [universal] hot-rolled rolling with a rib curvature, steel gC345, thickness up to 14 mm | t | 0,0025 |  |  |
|  | Metal profile ТП-20 | m2 | 5,5 |  |  |
|  | Galvanized self-tapping screws | units | 55 |  |  |
|  | Pipe 40х40 | t | 0,0071 |  |  |
|  | Widescreen [universal] hot-rolled rolling with a rib curvature, steel gC345, thickness up to14 mm | t | 0,018 |  |  |
|  | **Section 4. Basement insulation** |  |  |  |  |
|  | Basement shape | m | 180 |  |  |
|  | Mineral wool insulating plates based on basalt fiber with 100 mm thickness, and 145 kg/m3 density | m2 | 1,443 |  |  |
|  |  |
|  | Wall dowel 10х160 mm | unit | 1166 |  |  |
|  | Сеrеsіt СТ 190 рrо mortar mix to affix and protect the plates | kg | 1731,6 |  |  |
|  | Glass construction netting, mark СС-1 | m2 | 165,9 |  |  |
|  | Сeresit CТ-16 | l | 24,5 |  |  |
|  | Aluminium angle bar | пм | 15 |  |  |
|  | Decorative plaster polymer Ceresit СT 77 | kg | 389,6 |  |  |
|  | Ready items made of galvanized steel, 6 mm | m2 | 13,66 |  |  |
|  | Wall dowel | package | 2,5 |  |  |
|  | **Section 5. Perimeter walk** |  |  |  |  |
|  | Chip 10-20mm М1000 and more | m3 | 1,0725 |  |  |
|  | Chip 40-70mm М1000 and more | m3 | 13,5135 |  |  |
|  | Curb | m | 63 |  |  |
|  | Concrete mixes В15 (М200) | m3 | 3,16914 |  |  |
|  | Bitumen concrete mixtures, hot and warm [ bitumen concrete is solid] (road) (aerodrome), used in top layers of coating, А type, brand 1 | t | 4,47 |  |  |
|  | **Section 6. Facade installation 1308,1m2** |  |  |  |  |
|  | Mineral wool "Technofas" density 145kg/m3, thickness 100 mm | 100 m2 | 13,081 |  |  |
|  | Сеrеsіt СТ 190 рrо mortar mix to affix and protect the plates | kg | 15697,2 |  |  |
|  | Glass construction netting, mark СС-1 | m2 | 1504,32 |  |  |
|  | Primer Сeresit CТ-16 | l | 222,38 |  |  |
|  | Decorative plaster acrylic  Ceresit СT 64, 2,0 mm | kg | 3531,87 |  |  |
|  | Acrylic paint Ceresit СT 42 | kg | 197 |  |  |
|  | Aluminium angle bar | пм | 84 |  |  |
|  | Wall dowels 10х160 mm | units | 11 894 |  |  |
|  | Сеrеsіt СТ 190 рrо mortar mix to affix and protect the plates | kg | 1323,5 |  |  |
|  | Glass construction netting, mark СС-1 | m2 | 279,1 |  |  |
|  | Primer Сeresit CТ-16 | l | 37,07 |  |  |
|  | Acrylic decorative primer  Ceresit СT 64, 2,0 mm | kg | 599,6 |  |  |
|  | Acrylic painting Ceresit СT 42 | kg | 109,4 |  |  |
|  | Aluminium angle bar | пм | 732 |  |  |
|  | Ready items made of galvanized steel, 6 mm | m2 | 23,3 |  |  |
|  | Wall dowels | package | 2 |  |  |
|  | Ready items made of galvanized steel, 6 mm | m2 | 48,685 |  |  |
|  | Wall dowels | package | 5 |  |  |
|  | Primer Сeresit CТ-16 | l | 1,02 |  |  |
|  | Repair and restoration mixture Ceresit CD 22 | kg | 6,63 |  |  |
|  | Acrylic painting Ceresit СT 42 | kg | 1,94 |  |  |
|  | Painting for outside walls | kg | 20,17 |  |  |
|  | **Section 7. Attic insulation** |  |  |  |  |
|  | Superdiffusion membrane Eurobarrier JUTA for insulated roofs, 115 g / m2, vapour permeability of 1400g / m2 | m2 | 712,8 |  |  |
|  | Mineral wool insulation Technorol, density not less than 40 kg/m3, thickness 150 mm | m2 | 667,44 |  |  |
|  | Hydroinsulated tape | m2 | 154,401 |  |  |
|  | Superdiffusion membrane Eurobarrier JUTA for insulated roofs, 115 g / m2, vapour permeability of 1400g / m2 | m2 | 681,12 |  |  |
|  | Mineral wool insulating plates based on basalt fiber with 200 mm thickness  Technoruf В60 (200 kg/m3) | m3 | 127,5552 |  |  |
|  | Cement mortar, brand М100 | m3 | 25,37 |  |  |
|  | Wire mesh | t | 0,606816 |  |  |
|  | Liquefied gas | balloon | 10,2 |  |  |
|  | Bituminous primer Technicol № 1 | l | 495,36 |  |  |
|  | Roofing material "Bicroelast EPP 2,0 of bottom layer” | m2 | 699,696 |  |  |
|  | Roofing material "Bicroelast EPP 4,0 of bottom layer” | m2 | 712,08 |  |  |
|  | Ecobit tape, 10m х100mm | units | 9,21 |  |  |
|  | Bituminous primer Technicol № 1 | l | 38 |  |  |
|  | Roofing material "Bicroelast EPP 2,0 of bottom layer” | m2 | 103,8 |  |  |
|  | Roofing material "Bicroelast EPP 4,0 of bottom layer” | m2 | 103,8 |  |  |
|  | Liquefied gas | balloon | 5,1 |  |  |
|  | Drainage system Storm | пм | 64,4 |  |  |
|  | **Section 8. Parapet** |  |  |  |  |
|  | Ready items made of galvanized steel | m2 | 46,2 |  |  |
|  | Wall dowels with bolt screws | 100 units | 10 |  |  |
|  | **Section 9. Other** |  |  |  |  |
|  | Shields from boards, thickness 25 mm | m2 | 43,85 |  |  |
|  | **IHS installation** |  |  |  |  |
|  | **IHS 1** |  |  |  |  |
|  | Complex heat substation SH-Y17-1703 (Danfoss) according to sheet ОВ-10; (mass=0,4) incl.:  JIP-FF (Danfoss) – ball valve PN40, Tmax. 180 С0, flanged valve – 2 units.  FVF-(64) (Danfoss) – reticular filter, PN16, Tmax. 150 С0, DN32 flanged – 2 units  AVP (Danfoss) – pressure difference controller, kvs 8, 0.2-1.0 bar, PN25, 32 – external thread, flanged – 1 unit  VM 2 (Danfoss) – adjustable valve, kvs 16, PN 25, Tmax. 150 С0. 50 – external thread – 1 unit  AMV 20 (Danfoss) – electric drive pressure difference  IVR 660 (Danfoss) – air duct, PN 25, Tmax. 200 С0 15– internal thread - 1 unit  FVF – (64) ( Danfoss ) – filter circuit, PN 16, Tmax. 150 С0, DN40, flanged– 1 unit  SYR 1915 ( Danfoss ) – safety valve, max. 4.5 bar. 20 – internal thread – 1 unit  Yanos MAXO (WILLO) – circulating pump Yanos MAXO 25/0,5-10, 1\*230 V – 1 unit  Thermador 386 (Danfoss) – reverse valve, kvs 999, PN25, Tmax. 200 С0, DN40, interfladged – 2 units  Thermador 386 (Danfoss) – Relay for differential pressure, 1.0-9.0 bar, Tmax. 100 С0. G3/8 – external thread  IVR 954 ( Danfoss ) – ball valve, PN25, Tмакс. 110 С0. 15 – external thread – 2 units  IVR 954 ( Danfoss ) – ball valve, PN25, Tмакс. 110 С0. 40 – external thread – 2 units  ESMU – 100/Cu ( Danfoss ) – stainless steel sleeve 100 mm + temperature controllers PN25, Tmax. 140 С0 – 1 unit  ECL 210 ( Danfoss ) – Electronic temperature controller with ECL key А231 type – 1unit  ESMT ( Danfoss ) – Temperature sensor of external air ESMT – 1 unit  - Text BOM simple All strings (Danfoss) – three-way valve of manometer 400 bar ST – 5 units  - Control unit ( Danfoss ) – electric metal desk 1\*230 V, 195-1500 W – 1 units  - Insu DHBOX PRIM ALL DN32 – insulation out of polyurethane elements – 1 unit  - Insu DHBOX Sec Right Thread DN80 - insulation out of polyurethane elements – 1 unit  - Insu DHBOX Sec All DN100 - insulation out of polyurethane elements – 1 unit  - Insu DHBOX PRIM HEX ALL DN32 - insulation out of polyurethane elements – 1 unit | unit | 1 |  |  |
|  | SHARKY-775 (HYDROMETER) – ultrasonic heat meters – 1 unit:  MWN-NK - Self-powered heat calculator;  Ultrasonic flowmeter DN 40, Gh = 10,0 m3/h;  A pair of resistance temperature sensors.  ФОФ (Ukrspetsarmatura) – Fledged mud-collector filter DN 100 – 1 unit  GV – 16F (Ukrspetsarmatura) – flanged damper valve DN 100 – 2 units | units | 1 |  |  |
|  | Flat steel flanges ВСт3сп2, ВСт3сп3, pressure 1,6 Mpa [16 kgs/sm2], d. 100 mm | units | 4 |  |  |
|  | Flange iron valve Ду80 mm, GV-16F | units | 2 |  |  |
|  | Thermometer artickle.206 (ІСМА) | units | 5 |  |  |
|  | Manometer 0-10bar Ісма | units | 9 |  |  |
|  | Coupled brass three-way valves for liquids, 11Б18бк, pressure 1,6 Mpa [16 kgs/sm2], d. 15 mm | units | 1 |  | - |
|  | Pipe ВГП 108х4mm. | m | 11 |  |  |
|  | Pipe ВГП 32 mm. | m | 1,5 |  |  |
|  | Thermal insulation pipe Technikol d.100m thickness 100mm | п.м | 11 |  |  |
|  | Thermal insulation pipe Technikol d.32m thickness 50mm | п.м | 5 |  |  |
|  | **IHS 2** |  |  |  |  |
|  | Complex heat substation Termix Compakt VX 28E (Danfoss) according to ОВ-12 incl:  XB37 L-1 20 (Danfoss) – heat exchanger with insulation, Q = 40.6 kW – 1 unit  ECL 310 ( Danfoss ) – Electronic temperature controller with ECL key А230 type – 1unit  ESMT ( Danfoss ) – Temperature sensor of external air ESMT – 1 unit  IVR 954 ( Danfoss ) – ball valve, PN25– 7 units  SYR 1915 ( Danfoss ) – safety valve, max. 4.5 bar, 15 – internal thread – 1 unit  FVF – ( Danfoss ) – filter circuit , PN 16, Tmax. 150 С0, DN40, flanged – 1 unit  Yanos MAXO (WILLO) – circulating pump Yanos MAXO 25/0,5-7 – 1 unit  ASK 11 (Danfoss) – temperature controller– 2 unit.  IVR 660 (Danfoss) – vent cock, PN15 – 1 unit.  AVQM (Danfoss) – joint valve, kvs4, d 15 – 1 unit.  AMV 10 (Danfoss) – el. Drive of joint valve – 1 unit.  IVR 660 (Danfoss) – air drive, manual – 1 unit.  Thermador 386 (Danfoss) – reserve valve, d 25 – unit  TDL 150 (Danfoss) –thermometer – 5 units  MDD 80 (Danfoss) – manometer with ball valve – 2 unit  MDD 80 (Danfoss) – manometer – unit.    Thermal insulated cover | units | 1 |  |  |
|  | SHARKY-775 (HYDROMETER) – ultrasonic heat meters – 1 unit:  - Self-powered heat calculator;  - Ultrasonic flowmeter DN 25, Gh = 6,0 m3/h;  - A pair of resistance temperature sensors .  Аrt. 1230 (Ukrspetsarmatura) – Sediment filter, diameter 25 – 2 units  CAL-PRO 50 (ZILMET) – Volume compensator Pmax = 4 bar, V = 50 l, 470х530 (h) – 1 unit  VLF – 15w (VALTEC) – hot water meter Ду 15 (tmax = 90 C0) – 1 unit  Feeding line:  JIP-WW (Danfoss) – ball valve, d 15, welded – 2 unit  FVF (Danfoss) – Mesh filter, DN 15, flanged – 1 unit.  EV 220B (Danfoss) – Valve solenoid EV 220B 15В, d 15 – 1unit  Thermador 386 (Danfoss) – reverse valve, interflanged – 1 unit  Аrt. 1000 (Ukrspetsarmatura) – ba;l valve, d 25 – 2unit | units | 1 |  |  |
|  | Water meter VLF-15C | unit | 1 |  |  |
|  | Ball valve Ду25 art. 1000 (Ukrspetsarmatura) | unit | 2 |  |  |
|  | Pipe ВГП 15 mm. | m | 1 |  |  |
|  | Pipe ВГП 25 mm. | m | 22 |  |  |
|  | Fastening of pipelines [Brackets, Straps, clips] | kg | 1 |  |  |
|  | Heat-insulating shaft "Thermoflex", 22\_13 | пм | 1 |  |  |
|  | Heat-insulating shaft "Thermoflex",35\*13 | пм | 22 |  |  |
|  | **Section 2. Heating** |  |  |  |  |
|  | Thermal insulation pipe Technikol d.100mm thickness 100mm | п.м | 40 |  |  |
|  | Thermal insulation pipe Technikol d.150mm thickness 100mm | п.м | 15 |  |  |
|  | **Section 3. Ventilation** |  |  |  |  |
|  | Slit air vent Select Xtra S13 | unit | 98 |  |  |
|  | Slit air vent ПО 400 VENTS | unit | 111 |  |  |
|  | Ventilation grates РВЛ 300х300 | unit | 18 |  |  |
|  | **Electric lighting** |  |  |  |  |
|  | LED lamp ND13w A60 E27 840 | unit | 336 |  |  |
|  | **Section 1. ІHS (school)** |  |  |  |  |
|  | Assembly set of power distribution panel НЩО-63/24 | units | 1 |  |  |
|  | Automatic circuit breaker РL7-С16/1 | units | 3 |  |  |
|  | Automatic circuit breaker РL7-С25/1 | units | 1 |  |  |
|  | Automatic circuit breaker MOELLER PL6-C32/1 | unit | 1 |  |  |
|  | Electrical outlet РП | 100 units | 0,04 |  |  |
|  | Luminescent lamp ЛПП02-2Х36, IР44 | units | 2 |  |  |
|  | Mercury luminescent lamps of low pressure ЛБ-36 | 10 units | 0,4 |  |  |
|  | Transferrable lamp РВО-Ч2ХЛ2 | units | 1 |  |  |
|  | LED indoor lighting lamps | 10 units | 0,1 |  |  |
|  | Rechargeable lantern | units | 1 |  |  |
|  | Wall dowels У658, У661 | 100units | 0,04 |  |  |
|  | Box with reducing transformer ЯТП-0,25 | unit | 1 |  |  |
|  | Separate metal constructions | t | 0,002 |  |  |
|  | Welled steel longitudinally pipes of mark 20, OD. 20 mm, thickness 1 mm | m | 35 |  |  |
|  | Brackets for double-sided cables К729, К730 | 100 units | 0,14 |  |  |
|  | Wall dowels У658, У661 | 100 units | 0,28 |  |  |
|  | Plastic case with lid нгд 30х20мм | m | 15 |  |  |
|  | Wall dowels У658, У661 | 100 units | 0,15 |  |  |
|  | Wall dowels У658, У661 | 100 units | 0,71 |  |  |
|  | Cable ВВГнгд 3Х2,5mm2 | 1000m | 0,025 |  |  |
|  | Cable ВВГнгд 4\* 2,5mm2 | 1000m | 0,01 |  |  |
|  | Wire 3.2,5mm2 ПВСнгд | 1000m | 0,069 |  |  |
|  | Wires with polyvinylchloride insulation with copper core, mark ПВнг-нд, 6mm2 | 1000m | 0,07 |  |  |
|  | Unipolar open switch ВСБ10-1-1-0-ЛБ,Р44 | unit | 2 |  |  |
|  | **Section 1. Automatization** |  |  |  |  |
|  | Plastic case with lid 30х20mm | m | 15 |  |  |
|  | Wall dowels У658, У661 | 100units | 0,15 |  |  |
|  | Laying of cable, cross-section up to 6 mm2 | 100m | 0,3 |  |  |
|  | Cable ПВСнгд, 2х1,0 mm2 | 1000m | 0,03 |  |  |
|  | **Section 2. Earthing** |  |  |  |  |
|  | Steel corner 50х50 mm | t | 0,0348 |  |  |
|  | Steel staff 40х4 | t | 0,026 |  |  |
|  | **Section 2. IHS (canteen)** |  |  |  |  |
|  | Assembly set of power distribution panel НЩО-63/24 | units | 1 |  |  |
|  | Automatic circuit breaker РL7-С16/1 | units | 3 |  |  |
|  | Automatic circuit breaker РL7-С25/1 | units | 1 |  |  |
|  | Automatic circuit breaker MOELLER PL6-C32/1 | unit | 1 |  |  |
|  | Electrical outlet РП | 100 units | 0,02 |  |  |
|  | Luminescent lamp ЛПП02-2Х36, IР44 | units | 1 |  |  |
|  | Mercury luminescent lamps of low pressure ЛБ-36 | 10 units | 0,2 |  |  |
|  | Transferrable lamp РВО-Ч2ХЛ2 | units | 1 |  |  |
|  | LED indoor lighting lamps | 10 units | 0,1 |  |  |
|  | Rechargeable lantern | units | 1 |  |  |
|  | Wall dowels У658, У661 | 100units | 0,04 |  |  |
|  | Box with reducing transformer ЯТП-0,25 | unit | 1 |  |  |
|  | Separate metal constructions | t | 0,002 |  |  |
|  | Welled steel longitudinally pipes of mark 20, OD. 20 mm, thickness 1 mm | m | 45 |  |  |
|  | Brackets for double-sided cables К729, К730 | 100 units | 0,19 |  |  |
|  | Wall dowels У658, У661 | 100 units | 0,38 |  |  |
|  | Plastic case with lid нгд 30х20мм | m | 15 |  |  |
|  | Wall dowels У658, У661 | 100 units | 0,15 |  |  |
|  | Wall dowels У658, У661 | 100 units | 0,46 |  |  |
|  | Cable ВВГнгд 3Х2,5mm2 | 1000m | 0,02 |  |  |
|  | Cable ВВГнгд 4\* 2,5mm2 | 1000m | 0,003 |  |  |
|  | Wire 3.2,5mm2 ПВСнгд | 1000m | 0,069 |  |  |
|  | Wires with polyvinylchloride insulation with copper core, mark ПВнг-нд, 6mm2 | 1000m | 0,09 |  |  |
|  | Unipolar open switch ВСБ10-1-1-0-ЛБ,Р44 | unit | 2 |  |  |
|  | **Section 1. Automatization** |  |  |  |  |
|  | Plastic case 30х20mm | м | 15 |  |  |
|  | Wall dowels У658, У661 | 100 units | 0,15 |  |  |
|  | Cable ПВСнгд, 2х1,0 mm2 | 1000m | 0,03 |  |  |
|  | Angle steel 50х50 mm. | t | 0,0348 |  |  |
|  | Strip steel 40х4mm | t | 0,026 |  |  |
|  | *Other required materials, not indicated in the list (if available)* |  |  |  |  |
| **Total amount (to be carried to Summary Schedule)** | | | | |  |

\* - Any reference to a specific trademark or company, design or type, origin of materials or manufacturer, shall be consider in revision with the expression "or equivalent"

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| 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 V – 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, School №14** | | |
|  | Date:  Tender: |
| Name of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Unit** | **Q-ty** | **Unit price w/o VAT (EUR)\*** | **Total price w/o VAT (EUR) (***4* **x** *5***)\*** |
|  | **Section 1. Dismantling of separate parts** |  |  |  |  |
|  | Disassembling of asphalt concrete coatings manually - pavement | 100m3 | 0,024856 |  |  |
|  | Disassembling gravel coatings and pavement | 100m3 | 0,06214 |  |  |
|  | **Entrance arrangement** |  |  |  |  |
|  | Brick mooring of separate areas of external walls | 1 m3 | 4,465 |  |  |
|  |
|  | Arrangement of breastplaces out of metal blocks | 1 t | 0,0256 |  |  |
|  | **Hooper arrangement** |  |  |  |  |
|  | Arrangement of partitions made of aerated concrete blocks with a thickness 100 mm at altitude of floor up to 4 m | 100m2 | 0,0117 |  |  |
|  | Arrangement of window niches 2 units |  |  |  |  |
|  | Brick mooring of separate areas of external walls | 100 m3 | 0,004 |  |  |
|  | Plastering by cement-lime mixture of the façade stone walls | 100m2 | 0,4902 |  |  |
|  | Plastering of flat surfaces of window and door slopes on concrete and stone | 100m2 | 0,0917 |  |  |
|  |
|  | Putting of walls and slopes by “Vetonit” | 100m2 | 0,5819 |  |  |
|  |
|  | Add for 1 mm of change of thickness of putting walls | 100m2 | 0,5819 |  |  |
|  |
|  | Painting walls and slopes by polyvinilacetat water-emulsion mixtures | 100m2 | 0,5819 |  |  |
|  | Putting of ceiling by “Vetonit” | 100m2 | 0,0594 |  |  |
|  | To add for 1 mm thickness change of ceiling plastering | 100m2 | 0,0594 |  |  |
|  |
|  | Painting ceiling by polyvinilacetat water-emulsion mixtures | 100m2 | 0,0594 |  |  |
|  | Stair repair |  |  |  |  |
|  | Repair of stairs flights and landings inside the building | 100m2 | 0,008 |  |  |
|  | Putting of ceiling by “Vetonit” | 100m2 | 0,008 |  |  |
|  | To add for 1 mm thickness change of ceiling plastering | 100m2 | 0,008 |  |  |
|  | Painting ceiling by polyvinilacetat water-emulsion mixtures | 100m2 | 0,008 |  |  |
|  | Repair holes in cement floor, 0,25 м2 | 100 places | 0,05 |  |  |
|  |
|  | Arrangement of cement covering, up to  10 m2 | 100m2 | 0,012 |  |  |
|  | Preparing of cement mixtures, 1:3 | 100m3 | 0,00025 |  |  |
|  | Reinforcement of cement covering | m2 | 1,2 |  |  |
|  | Arrangement of slopes covering by gypsum panels 12,5мм with anchoring with arrangement metal frame with mineral wool insulation (water-proof windows, insulation thickness 3mm,) | 100m2 | 2,38315 |  |  |
|  |
|  | Covering of walls by thread plaster (satengips type), thickness of layer is 1,5 mm with triple covering | 100 m2 | 2,38215 |  |  |
|  | Painting walls and slopes by polyvinilacetat water-emulsion mixtures | 100m2 | 2,38215 |  |  |
|  | **Section 2. Door installation** |  |  |  |  |
|  | Metal doors 2,1х1,2 -1unit.,2,1х1,4 -1unit., 2, 1х1,1 – 1unit |  |  |  |  |
|  | Installation of door blocs | t | 0,268 |  |  |
|  |
|  | Installation of foundation bolts for anchoring door blocks | 1 t | 0,04 |  |  |
|  |
|  | Painting of new metal surfaces with white painting twice | 100m2 | 0,1837 |  |  |
|  | Repair of plastering of slopes inside the building by cement-lime mixture | 100m2 | 0,126 |  |  |
|  | Installation of door blocks in stone walls | 100 m2 | 0,0945 |  |  |
|  | Installation of door leafs between the rooms | 100 units | 0,05 |  |  |
|  | Installation of door locks | 100 units | 0,05 |  |  |
|  | Assembling of aluminium door blocks | t | 0,053 |  |  |
|  | **Section3.**  **Entrance roof overhang** |  |  |  |  |
|  | Disassembly of ceiling boarding | 100 m2 | 0,177 |  |  |
|  |
|  | Disassembling of roof covering made of sheet steel | 100m2 | 0,18 |  |  |
|  |
|  | Disassembling of skirting made of sheet steel | 100m2 | 0,028 |  |  |
|  | Arrangement of ceiling metal frames | 100m2 | 0,1768 |  |  |
|  |
|  | Installation of bearers up to 12 m with height of the building up to 25 m | t | 0,106 |  |  |
|  | Arrangement of hydroinsulation in one layer | 100m2 | 0,2025 |  |  |
|  |
|  | Insulation of coverings by plates from mineral wool on bitumen mastic into one layer. | 100m2 | 0,4414 |  |  |
|  | Arrangement of ceiling boarding | 100 m2 | 0,2025 |  |  |
|  |
|  | Arrangement of covering | 100m2 | 0,2025 |  |  |
|  | Arrangement of cunettes out of sheet steel | 100m | 0,2605 |  |  |
|  |
|  | Arrangements of sheet steel strips,  Sandriks, double-winged bearings | 100m | 0,2605 |  |  |
|  |
|  | Entrance roof overhangs К-2, К-3, К-4 |  |  |  |  |
|  | Disassembly of pylons, sandriks, troughs, hung, etc. from a sheet steel | 100m | 0,03 |  |  |
|  |
|  | Dismantling of small metal constructions with weight up to 0.1 t  Drilling holes in brick walls, wall thickness 0,5 of brick, diameter of the hole 20 mm | 1t  100 units | 0,02 |  |  |
|  |
|  | Dismantling of small metal constructions with weight up to 0.1 t | 1t | 0,32 |  |  |
|  |
|  | For each 0,5 of brick of wall thickness add | 100 units | 0,32 |  |  |
|  | Installation of mortgage parts up to 5 kg | t | 0,01616 |  |  |
|  |
|  | Manufacturing brackets | t | 0,05656 |  |  |
|  | Arrangement of metal entrance roof overhangs on metal roof brackets with roofing steel | m2 | 5,5 |  |  |
|  | **Section 4. Basement insulation** |  |  |  |  |
|  |
|  | Insulation of facades with mineral plates, thickness 100 mm with decoration mixture "CEREZIT". Walls are smooth | 100 m2 | 1,443 |  |  |
|  |
|  | Arrangement of the sheet steel | 100m | 0,683 |  |  |
|  | **Section 5. Arrangement of perimeter walk** |  |  |  |  |
|  |
|  | Planning of areas manually, ground group 2 | 1000 m2 | 0,06214 |  |  |
|  | Arrangement of one layer foundations, thickness 15 cm, available pressure more than 98,1 Ppа [1000 kg/cm2]  Installation of concrete curbs on the concrete foundation | 100m2  m | 0,715 |  |  |
|  |
|  | Arrangement of pavement, thickness 4 cm, using hot asphalt-concrete mixtures manually  For each 0,5 cm change of the layer thickness to add or include to the norm 18-43-1 –up to 3 cm | 100m2  100m2 | 62,14 |  |  |
|  |
|  | Arrangement of one layer foundations, thickness 15 cm, available pressure more than 98,1 Ppа [1000 kg/cm2] | 100m2 | 0,6214 |  |  |
|  | Installation of concrete curbs on the concrete foundation | m | -0,6214 |  |  |
|  | **Section 6. Facade installation 1308,1m2** |  |  |  |  |
|  |
|  | Insulation of facades with mineral plates, thickness 100 mm with decoration mixture "CEREZIT". Walls are smooth | 100 m2 | 13,081 |  |  |
|  | Insulation of facades with mineral plates, thickness 100 mm with decoration mixture "CEREZIT". Slopes, width up to 300 mm | 100 m2 | 2,1804 |  |  |
|  | Additionally, repair of plastering and painting |  |  |  |  |
|  | Cleaning surfaces with brushes | m2 | 1 |  |  |
|  | Proofing of metal surfaces | m2 | 1 |  |  |
|  | Primering metal surfaces twice with primer ГФ-017 | 100m2 | 0,01 |  |  |
|  |
|  | Arrangement window metal protection units with sheet steel to basement line | 100m | 0,436 |  |  |
|  |
|  | Arrangement window metal protection units with sheet steel | 10m | 1,391 |  |  |
|  | Repair of plastering with patty | 100m2 | 0,051 |  |  |
|  | Polyvinilacetat painting of new facades | 100m2 | 0,051 |  |  |
|  | Painting of facades with silicate paintings twice by wooden and stone surfaces | 100m2 | 0,237 |  |  |
|  | Painting of facades with silicate paintings twice by brick and cement surfaces | 100m2 | 0,238 |  |  |
|  | **Section 7. Attic and flat roof insulation** |  |  |  |  |
|  | Arrangement of vapour barrier in one layer | 100m2 | 6,48 |  |  |
|  |
|  | Insulation of covering with mineral wool plates on bitumen mastic in one layer | 100m2 | 6,48 |  |  |
|  | Arrangement of vapour barrier in one layer | 100m2 | 6,48 |  |  |
|  | Arrangement of vapour barrier in one layer | 100m2 | 6,192 |  |  |
|  | Insulation of covering with mineral wool plates on bitumen mastic in one layer | 100m2 | 6,192 |  |  |
|  | Arrangement of cement levelling strainer | 100m2 | 6,192 |  |  |
|  |
|  | Wire mesh reinforcement | 100m2 | 6,192 |  |  |
|  | Arrangement of a roller coil of melting materials, with the use of gas-fired burners, in two layers | 100m2 | 6,192 |  |  |
|  | Arrangement of a 400 mm height adjacency from rolled roofing materials to brick walls and parapets using gas-fired burners, with an tapes of the type "EcoBit" | 100 m | 0,88 |  |  |
|  | Arrangement of wall cunettes | 100m | 0,4806 |  |  |
|  |
|  | Drainage of drain pipes, coils, chains and cutlery made of finished elements | 100m | 0,644 |  |  |
|  |
|  | **Section 8. Parapet** |  |  |  |  |
|  |
|  | Arrangement of vapour barrier in one layer | 100m2 | 0,44 |  |  |
|  | Arrangement of fireproof walls and parapets out of sheet steel | 100m | 0,88 |  |  |
|  | **Section 9. Other** |  |  |  |  |
|  |
|  | Installation and disassembly of external metal tubular inventory scaffolds, height of scaffolding up to 16 m | 100m2 | 19,066 |  |  |
|  | Loading of garbage manually | 1 t | 18,23 |  |  |
|  | Garbage transportation up to 15 kg | t | 18,23 |  |  |
|  | **Section 10. ІHS 1** |  |  |  |  |
|  | Mounting of complex heating substation SH-Y17-1703 (Danfoss) Shields, panels, rack frames, mass up to 400 kg – heat substation, installation on the floor (mounting) | unit | 1 |  |  |
|  | Connection of wires and leads of electric cables to devices and automation means, way of connection under a screw | 100 ends | 0,24 |  |  |
|  |
|  | Joining the pipes of the pipe postings made of water gas pipelines, diameter of passage is 100 mm | 10 joints | 0,4 |  |  |
|  |
|  |
|  | Installation of equipment for heat record of heat circuit with counter Shаrky 775 Hydrоmеtеr, d. up to 100 mm | units | 1 |  |  |
|  | Breeding on devices and connecting cable belts or conductors of an external network to the blocks of clamps and to clips of devices and devices installed on devices, the cross sections of core up to 10 mm2 | 100 threads | 0,03 |  |  |
|  |
|  | Installing filters to clean water with a diameter of 100 mm | 10units | 0,1 |  |  |
|  | Installation of valves, latches, shutters, reverse valves, extinguishing valves at pipelines from steel pipes, diameter up to 100 mm | units | 2 |  |  |
|  |
|  |
|  |
|  | Installation of thermometers  Installation of three-way pressure gauges manometers | set  set | 5 |  |  |
|  |
|  | Installation of thermometers | set | 9 |  |  |
|  |
|  | Laying of heating pipelines from steel electric welded pipes with a diameter of 100 mm | 100m | 0,11 |  |  |
|  | Laying of pipelines for heating from steel electric welded pipes with diameter up to 32 mm | 100m | 0,015 |  |  |
|  |
|  | Oil painting by white paint twice | 100m2 | 0,04 |  |  |
|  |
|  | Isolation of pipelines with a diameter of 108 mm be semi-cylinders of mineral wool on synthetic binding, thickness of isolation layer 100 mm | 10m | 1,1 |  |  |
|  |
|  |
|  |
|  | Isolation of pipelines with a diameter of 32 mm be semi-cylinders of mineral wool on synthetic binding, thickness of isolation layer 50 mm | 10m | 0,15 |  |  |
|  | **Section 11: ІHS 2** |  |  |  |  |
|  | Mounting of complex heating substation Termix Compakt VX 28E (Danfoss) Shields, panels, rack frames, mass up to 100 kg – heat substation, installation on the walls (mounting) | units | 1 |  |  |
|  |
|  | Connection of wires and leads of electric cables to devices and automation means, way of connection under a screw | 100 ends | 0,24 |  |  |
|  | Joining the pipes of the pipe postings made of water gas pipelines, diameter of passage is 100 mm | 10 joints | 0,4 |  |  |
|  |
|  |
|  | Installation of equipment for heat record of heat circuit with counter Shаrky 775 Hydrоmеtеr, d. up to 100 mm | units | 1 |  |  |
|  | Breeding on devices and connecting cable belts or conductors of an external network to the blocks of clamps and to clips of devices and devices installed on devices, the cross sections of core up to 10 mm2 | 100 threads | 0,03 |  |  |
|  | Installing filters to clean water with a diameter of 25 mm | 10units | 0,1 |  |  |
|  | Installation of expansion vessels, volume 0,05 m3 | units | 1 |  |  |
|  |
|  | Installation of meters (water meters), diameter up to 40 mm | units | 1 |  |  |
|  |
|  | Laying of heating pipelines from steel electric welded pipes with a diameter of 15 mm | 100m | 0,01 |  |  |
|  | Laying of heating pipelines from steel electric welded pipes with a diameter of 25 mm | 100m | 0,22 |  |  |
|  |
|  | Oil painting by white paint twice | 100m2 | 0,025 |  |  |
|  |
|  | Isolation of pipelines with foamed rubber, polyethylene pipes | 10 m | 2,3 |  |  |
|  |
|  | **Section 12. Heating** |  |  |  |  |
|  | Dismantling of valves, diameter up to 50 mm | 100 units | 0,06 |  |  |
|  | Putting of heat meter, diameter up to 50 mm | units | 2 |  |  |
|  |
|  | Dismantling of heating pipelines made of steel seamless pipes with a diameter of 25 mm | 100m | 0,05 |  |  |
|  |
|  | Dismantling of heating pipelines made of steel seamless pipes with a diameter of 40 mm | 100m | 0,02 |  |  |
|  | Dismantling of heating pipelines made of steel seamless pipes with a diameter of 100 mm | 100m | 0,06 |  |  |
|  |
|  | Isolation of pipeline, diameter 108 mm, thickness of heat insulation layer is 100 mm | 100m | 0,4 |  |  |
|  |
|  | Isolation of pipeline, diameter 159 mm, thickness of heat insulation layer is 100 mm | 100m | 0,15 |  |  |
|  | Painting of already painted metal surfaces by red lead | 100м2 | 0,22 |  |  |
|  | **Section 13. Ventilation** |  |  |  |  |
|  | Installation of window-type inflow valves | units | 209 |  |  |
|  | Installing of steel grates with a view and anchoring an area of up to 0,25 м2 | grate | 18 |  |  |
|  | **Section 1. IHS (school)** |  |  |  |  |
|  | Shield installed using wall dowels in the niche, the weight up to 6 kg (mounting) | unit | 1 |  |  |
|  |
|  | Mounting of the devices in the shield |  |  |  |  |
|  | Installation of transformers with lowering capacity up to 0,25 kV.A | 100units | 0,04 |  |  |
|  |
|  | **Installation in IDP (school)** |  |  |  |  |
|  | Installation of devices in the shield |  |  |  |  |
|  | Installing of switches and interchanges for voltage up to 25-100 A | 100 units | 0,01 |  |  |
|  |
|  |
|  | Installation of lamps for luminescent lamps, which are installed on the pliers, number of lamps 2 pcs | 100 units | 0,02 |  |  |
|  | Mounting the rechargeable lantern | 100 units | 0,01 |  |  |
|  |  |
|  | Installation of transformers with lowering capacity up to 0,25 kV.A | units | 1 |  |  |
|  |
|  | Installation of steel pipes for wiring with diameter up to 25 mm | 100m  100m | 0,35 |  |  |
|  |
|  | Laying plastic boxes | 100m | 0,15 |  |  |
|  |
|  | Laying of insulated wires with cross-section up to 35 mm2 in boxes | 100m | 0,69 |  |  |
|  | Tightening the first wire with the cross-section more than 2.5 mm2 to 6 mm2 in the pipe | 100m | 0,35 |  |  |
|  |
|  |
|  | Tightening the first wire with the cross-section more than 2.5 mm2 to 6 mm2 in the pipe | 100m | 0,35 |  |  |
|  |
|  |
|  | Tightening the next with the cross-section more than 6 mm2 to 10 mm2 in the pipe | 100m | 0,35 |  |  |
|  | The switch is semi-leak-proof and sealed (mounting) | 100 units | 0,02 |  |  |
|  | Grounding conductor is open on building bases with the cross-section 160 mm2 (installation) | 100 m | 0,25 |  |  |
|  | **Section 1. Automatization** |  |  |  |  |
|  | Laying plastic case | 100m | 0,15 |  |  |
|  | **Section 2. Earthing** |  |  |  |  |
|  | Manual development of soil in trenches up to 2 m deep without slopes, soil group 2 | 100 m3 | 0,03 |  |  |
|  |
|  |
|  | Manual pouring of trenches, grooves of pits and pits, group of soil 2 | 100 m3 | 0,03 |  |  |
|  |
|  | Grounding device vertical 50х50х5 mm | 10 units | 0,3 |  |  |
|  | Horizontal grounding the trench, the cross-section 160 mm2 | 100 m | 0,2 |  |  |
|  |  |
|  | **Section 2. ІHS (canteen)** |  |  |  |  |
|  | Shield installed using wall dowels in the niche, the weight up to 6 kg | units | 1 |  |  |
|  |  |  |
|  | Installing of switches and interchanges for voltage up to 25 A | 100 units | 0,04 |  |  |
|  |  |
|  | **Installation in IDP (canteen)** |  |  |  |  |
|  | Installing of switches and interchanges for voltage up to 25-100 A | 100шт | 0,01 |  |  |
|  |
|  |
|  | Installation of lamps for luminescent lamps, which are installed on the pliers, number of lamps 2 pcs | 100unit | 0,01 |  |  |
|  | Mounting the rechargeable lantern | 100 units | 0,01 |  |  |
|  | Installation of transformers with lowering capacity up to 0,25 kV.A | units | 1 |  |  |
|  | Installation of steel pipes for wiring with diameter up to 25 mm | 100m | 0,45 |  |  |
|  |
|  | Laying plastic boxes | 100m | 0,15 |  |  |
|  | Laying of insulated wires with cross-section up to 35 mm2 in boxes | 100m | 0,69 |  |  |
|  |
|  | Tightening the first wire with the cross-section more than 2.5 mm2 to 6 mm2 in the pipe | 100m | 0,45 |  |  |
|  |
|  | Tightening the first wire with the cross-section more than 2.5 mm2 to 6 mm2 in the pipe | 100m | 0,45 |  |  |
|  |
|  |
|  | Tightening the first wire with the cross-section more than 6 mm2 to 10 mm2 in the pipe | 100m | 0,23 |  |  |
|  |
|  | The switch is semi-leak-proof and sealed (mounting) | 100 units | 0,02 |  |  |
|  | Ground conductor out of stripped steel? Cross-section 160 mm2 (mounting) | 100 m | 0,25 |  |  |
|  | **Section 1. Automatization** |  |  |  |  |
|  | Laying plastic case | 100m | 0,15 |  |  |
|  | Laying of the cable with the cross-section 6 mm2 | 100m | 0,3 |  |  |
|  | **Section 2. Earthing** |  |  |  |  |
|  | Manual development of soil in trenches up to 2 m deep without slopes, soil group 2 | 100 m3 | 0,03 |  |  |
|  | Manual pouring of trenches, grooves of pits and pits, group of soil 2 | 100 m3 | 0,03 |  |  |
|  | Grounding device vertical 50х50х5 mm | 10 units | 0,3 |  |  |
|  | Horizontal grounding the trench, the cross-section 160 mm2 | 100 m | 0,2 |  |  |
|  | *Other required materials, not indicated in the list (if available)* |  |  |  |  |
|  | *Performance security* |  |  |  |  |
| **Total amount (to be carried to Summary Schedule)** | | | | |  |

\* - Any reference to a specific trademark or company, design or type, origin of materials or manufacturer, shall be consider in revision with the expression "or equivalent"

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

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**Summary Price Schedule. School №14**

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

|  |  |  |
| --- | --- | --- |
| *1* | *2* | *3* |
| **Item** | **Description** | **Total price, w/o 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 V – 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 Security |

***Note for Tenderer:*** *All text within square brackets [ ] is for use in preparing this form and shall be deleted from the final document.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Bank’s Name, and Address of Issuing Branch or Office*]

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and Address of Purchaser*]

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

**TENDER GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of the Tenderer*] (hereinafter called "the Tenderer") has submitted to you its tender dated \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Tender") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of contract*] under Invitation for Tenders No. \_\_\_\_\_\_\_\_\_\_\_ (“the IFT”).

Furthermore, we understand that, according to your conditions, tenders must be supported by a tender guarantee.

At the request of the Tenderer, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ [*amount in figures*] (\_\_\_\_\_\_\_\_\_\_\_\_) [*amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Letter of Tender; or

(b) having been notified of the acceptance of its Tender by the Purchaser during the period of tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Tender Document.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer’s Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

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**

**Form ELI 1.1**

Tenderer Information Sheet

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

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

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

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

**Form ELI 1.2**

Partner to JVCA Information Sheet

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

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

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

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

Historical Contract Non-Performance

Form CON – 2

History of Non-Performing Contracts

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

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

Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Non-Performing Contracts in accordance with Section II, Evaluation Criteria | | | | | |
|  Contract non-performance did not occur during the stipulated period | | | | | |
| **Year** | **Non-performed portion of contract** | | **Contract identification** | **Total Contract amount (current value, Euro or UAH equivalent)** | |
|  |  | |  |  | |
|  |  | |  |  | |
|  |  | |  |  | |
| Pending Litigation | | | | | |
|  No pending litigation   Pending litigation as indicated below | | | | | |
| **Year** | | **Outcome as Percent of Total Assets** | **Contract Identification** | | **Total Contract Amount (current value, Euro or UAH equivalent)** |
|  | |  | Contract Identification:  Name of Purchaser:  Address of Purchaser:  Matter in dispute: | |  |
|  | |  | Contract Identification:  Name of Purchaser:  Address of Purchaser:  Matter in dispute: | |  |

**Financial Situation**

Form FIN – 3.1

Historical Financial Performance

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

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

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

To be completed by the Tenderer and, if JVCA, by each partner

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial information** | Row # in Ukrainian financial statements | **Historic information for previous 3 (three) years**  **(UAH or Euro\* in thousands)** | | | | |
| 20.. | 20.. | 20.. | Avg. | Avg Ratio |
| Information from Balance Sheet | | | | | | |
| Total assets/Balance (B) | Form 1  1300 (1900) |  |  |  |  |  |
| Total Liabilities (TL) | Form 1  1595+1695 |  |  |  |  |
| Net Worth (NW) | Form 1  1495 |  |  |  |  |  |
| Current Assets (CA) | Form 1  1195 |  |  |  |  |  |
| Current Liabilities (CL) | Form 1  1695 |  |  |  |  |
| Information from Income Statement | | | | | | |
| Total Revenue (TR) | Form 2  2000 |  |  |  |  |  |
| Profit Before Taxes (PBT) | Form 2  2290 (2295) |  |  |  |  |

\* - Amounts in Euro should be filled out only by foreign companies

 Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

1. Must reflect the financial situation of the Tenderer or partner to a JVCA, and not sister or parent companies
2. Historic financial statements must be audited by a certified accountant, or, if not required by the law of the Tenderer’s country, supported by the documents issued by tax authorities of the tenderer’s country of origin
3. Historic financial statements must be complete, including all notes to the financial statements
4. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 3.2**

Average Annual Revenue

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

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

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

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

\* - Amounts in Euro should be filled out only by foreign companies

\*\*Average annual revenue calculated as sum of annual revenues for above-indicated years (according to form FIN-3.1), divided by the number of years specified in Section II, Evaluation Criteria.

**Form EXP – 2.4.1**

Experience

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

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

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

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

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

**Form EXP – 2.4.1 (cont.)**

**Experience (cont.)**

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

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

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

Section IV. Eligible Countries

The NEFCO permits firms and individuals from all countries to offer Plant & Equipment, works and services for NEFCO-financed projects.

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 & Equipment, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Persons or entities, or suppliers offering Plant & Equipment and services, covered by such prohibition should therefore not be eligible for the award of NEFCO-financed contracts.

PART 2 – Employer’s Requirements

|  |
| --- |
| Section V. Employer’s Requirements |
| List of Plant and Related Works   1. List of Plant and Works |
| |  |  |  |  | | --- | --- | --- | --- | | **1.1 List of Plant** | | | | | **List No.** | **Name of Plant** | **Brief Description** | **Quantity** | | **School №14** | | | | | 1 | Materials for insulation and fitting of external walls of School №14 (thickness of mineral wool plates 100 mm, density at least 145 kg/m3) | Equipments and materials should meet the Employer’s requirements and current norms and standards of Ukraine | 1308,1 m2 | | 2 | Materials for insulation and fitting of basement of School №14 (thickness of mineral wool plates 50 mm, density at least 145 kg/m3) | 144,3 m2 | | 3 | Materials for attic floor insulation, mineral wool (40 kg/m3), thickness of plates 150 mm. | 648 m2 | | 4 | Materials for flat roof insulation, Technoruf B60 (200 kg/m3), thickness of plates 200 mm. | 619,2 m2 | | 5 | Metal constructions of door boxes, leafs of School №14 | 268 kg | | 6 | LED lamp ND13w A60 E27 840 | 336 units | | 7 | Slot ventilator Vents ПО 400 and Trimvent Xtra S13 | 209 units | | 8 | Materials for pipeline insulation, thermalinsulation sets based on CBF cylinders  Mineral wool on sintetic  thickness 100-150 mm | 55 m | | 9 | IHS | Requirements of DBN В.2.5-67:2013 on pipeline insulation should be considered, as well as recommendations on IHS designs | 2 unit | | **Kindergarten №29** | | | | | 1 | Materials for insulation and fitting of external walls of Kindergarten №29 (thickness of mineral wool plates 100 mm, density at least 145 kg/m3) | Equipments and materials should meet the Employer’s requirements and current norms and standards of Ukraine | 2403,6m2 | | 3 | Materials for roof insulation, Technoruf В60 (200 kg/m3), thickness of plates 200 mm. | 1165,1 m2 | | 4 | Window block of Kindergarten №29 | 61,4m2 | | 5 | Metal constructions of door boxes, leafs of Kindergarten №29 | 32,2 m2 | | **6** | LED lamp ND13w A60 E27 840 | 303 units | | 7 | Slot ventilator Vents ПО 400 and Trimvent Xtra S13 | 162 units | | 8 | Materials for pipeline insulation, thermalinsulation sets based on CBF cylinders  Mineral wool on sintetic  thickness 25-80 mm | 18,5 m | | 9 | IHS | Requirements of DBN В.2.5-67:2013 on pipeline insulation should be considered, as well as recommendations on IHS designs | 1 unit |  |  |  |  |  | | --- | --- | --- | --- | | **1.2 List of Related Works** | | | | | **List No.** | **Name of Related Service** | **Brief Description** | **Quantity** | | **School №14** | | | | | 1 | Disassembly of window and door blocks | Consider the requirements for proper installation of windowsabutting to the slopes. All windows installed in classrooms, gameroomes, educational classes must be equipped with window ventilators. | 268 kg | | 2 | Mounting of window and door blocks | 268 kg | | 3 | External walls insulation | 1308,1 m2 | | 4 | Basement insulation (till the ground level) | 144,3 m2 | | 5 | Insulation of heating system pipelines | 55 m | | 6 | Installation of slot ventilators | 209 units | | 8 | Insulation and hydroinolation of the flat roof | Requirements of DBN В.2.6-31:2016 and other legislative requirements should be considered | 1267,2 m2 | | 7 | IHS installation, incl. insulation of pipeline, fittings, IHS’s elements | Requirements of DBN A 2.2-3-2004, DBN B.2.5-39: 2008 DBN B.2.5-67 2013 "Heating, ventilation, air-conditioning" should be considered | 2 units | | 9. | Commissioning works |  | 1 unit | | **Kindergarten №29** | | |  | | 1 | Disassembly of window blocks | Consider the requirements for proper installation of windowsabutting to the slopes. All windows installed in classrooms, gameroomes, educational classes must be equipped with window ventilators. | 61,4 m2 | | 2 | Mounting of window blocks | 61,4 m2 | | 3 | Disassembly of door blocks | 32,2 m2 | | 4 | Mounting of door blocks | 32,2 m2 | | 5 | External walls insulation | 2403,6m2 | | 7 | Insulation of heating system pipelines | 18,5 m | | 8 | Installation of slot ventilators | 162 units | | 9 | IHS installation, incl. insulation of pipeline, fittings, IHS’s elements | Requirements of DBN A 2.2-3-2004, DBN B.2.5-39: 2008 DBN B.2.5-67 2013 "Heating, ventilation, air-conditioning" should be considered | 1 unit | | 12 | Insulation and hydroinolation of the flat roof | Requirements of DBN В.2.6-31:2016 and other legislative requirements should be considered | 1863.7 m2 | | 13 | Commissioning works |  | 1 unit |   **EXAMPLE:** |
| 1. **Employer’s Requirements** |

(Available in Ukrainian only)

PART 3 – Contract Forms

|  |
| --- |
| Section VI. General Conditions of Contract |

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**Section VI. 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 fulfillment of the Related Works by the Contractor in accordance with the terms and conditions set forth in the Contract. | |
| 1.1.1.3 | “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving of the Letter of Acceptance means the date of signing the Contract Agreement. | |
| 1.1.1.4 | “Letter of Tender” means the document entitled Letter of Tender, which was completed by the Contractor and includes the signed offer to the Employer for the Plant and Works. | |
| 1.1.1.5 | “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Plant and Works. | |
| 1.1.1.6 | “Drawings” means the drawings of the Plant , as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract. | |
| 1.1.1.7 | “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists, and schedules of rates and/or prices. | |
| 1.1.1.8 | “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract. | |
|  | “GCC” means the General Conditions of Contract. | |
|  | “PCC” means the Particular Conditions of Contract. | |
| 1.1.2 | Parties and Persons | |
| 1.1.2.1 | “Party” means the Employer or the Contractor, as the context requires. | |
| 1.1.2.2 | “Employer” means the person named as Employer in the PCC and the legal successors in title to this person. | |
| 1.1.2.3 | “Contractor” means the person(s) named as Contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s). | |
| 1.1.2.4 | “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Plant or the Related Works; and the legal successors in title to each of these persons. | |
| 1.1.2.5 | “NEFCO” means the financing institution (if any) named in the PCC. | |
| 1.1.2.6 | “Recipient” means the person (if any) named as the Recipient in the PCC. | |
|  | “Eligible Countries” means the countries and territories eligible as listed in Section V. | |
| 1.1.3 | Dates, Tests, Periods and Completion | |
| 1.1.3.1 | “Base Date” means the date 28 days prior to the latest date for submission of the Tender. | |
| 1.1.3.2 | “Acceptance Test” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”. | |
| 1.1.3.3 | “day” means a calendar day and “year” means 365 days. | |
| 1.1.4 | Money and Payments | |
| 1.1.4.1 | “Contract Price” means the price defined in Sub-Clause 10, The Contract Price, and includes adjustments in accordance with the Contract. | |
| 1.1.5 | Plant and Related Works | |
| 1.1.5.1 | “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. | |
| 1.1.5.2 | “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. | |
| 1.1.6 | Other Definitions | |
| 1.1.6.1 | “Employer’s Country” is the country specified in the PCC. | |
| 1.1.6.2 | “Force Majeure” is defined in Clause 25, Force Majeure. | |
| 1.1.6.3 | “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority. | |
| 1.1.6.4 | “Performance Security” means the security (or securities, if any) under Sub-Clause 13, Performance Security. | |
| 1.1.6.5 | “Project Site,” where applicable, means the place named in the PCC. | |
| 1.1.6.6 | “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Contractor by the Base Date. | |
| 1.1.6.7 | “Change Order” or “Change” is defined in Sub-clause 26, Change Orders and Contract Amendments | |
| 1.2 Interpretation | | |
| 1.2.1 | Interpretation of the Contract, except where the context requires otherwise: | |
| (a) | words indicating one gender include all genders; | |
| (b) | words indicating the singular also include the plural and words indicating the plural also include the singular; | |
| (c) | provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing; | |
| (d) | “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; | |
| (e) | the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”. | |
|  | The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. | |
| 1.2.2 | If the context so requires it, singular means plural and vice versa. | |
| 1.2.3 | 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 | |
| 1.2.4 | Entire Agreement  The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract. | |
| 1.2.5 | Amendment  No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto. | |
| 1.2.5 | Nonwaiver   1. Subject to GCC 1.2.5(b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. 2. Any waiver of a Party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived. | |
| 1.2.6 | Severability  If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | |
| 1.3 Communications | | |
|  | Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be: | |
| (a) | 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; and | |
| (b) | delivered, sent or transmitted to the address for the recipient’s communications as stated in the PCC. However: | |
| (i) | if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and | |
| (ii) | if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued | |
|  | 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. | |
| 1.4 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.  The language for communications shall be that stated in the PCC. If no language is stated there, the language for communications shall be the ruling language of the Contract. | |
|  | Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for the purposes of interpretation of the Contract, this translation shall govern.  The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor. | |
| 1.5 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. |
| 1.6 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. |
| 1.7 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: |
|  | (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and |
|  | (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract. |
| 1.8 Copyright | |
| 1.8.1 | 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. |
| 1.9 Confidential Details | |
|  | The Contractor’s and the Employer’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor’s compliance with the Contract and allow its proper implementation.  Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Plant & Equipment prepared by the other Party without the prior agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects. |
|  | Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause. |
| 1.10 Compliance with Laws | |
|  | The Contractor shall, in performing the Contract, comply with applicable Laws. |
|  | Unless otherwise stated in the Particular Conditions: |
| (a) | the Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer’s Country which (i) such authorities or undertakings require the Employer to obtain in the Employer’s name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract; |
| (b) | the Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer’s Country which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor’s and Subcontractor’s personnel and entry permits for all imported Contractor’s Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GC Sub-Clause 1.10(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Sub-Clause 10.1 hereof. |
| 1.11 Joint and Several Liability | |
|  | If the Contractor is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract, unless otherwise specified in the PCC, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Employer. |
| 1.12 Inspections and Audit by the NEFCO | |
|  | The Contractor shall permit the NEFCO and/or persons appointed by the 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 the NEFCO if required by the 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 the NEFCO. |
| 2. Contract Documents | |
|  | Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. |
| 3. Prohibited Practices | |
| 3.1 | The NEFCO requires that Recipients (including beneficiaries of NEFCO loans), 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, the 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 Recipient or of a beneficiary of the NEFCO financing during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the 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 Recipient or a firm has been found by the final judgement of a judicial process in a member country of the NEFCO or a finding by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions, to have engaged in Prohibited Practices  v) to cancel all or part of the NEFCO financing for such Recipient; and  vi) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a NEFCO-financed contract. |
| 4. Eligibility | |
| 4.1 | 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. |
| 4.2 | 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. |
| 5 Notices | |
| 5.1 | 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. |
| 5.2 | A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| 6. Settlement of Disputes | |
| 6.1 | 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. |
| 6.2 | 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. |
| 6.3. | 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. |
| 7 Scope of Works | |
| 7.1 | The Plant & Equipment and Related Works to be supplied shall be as specified in Section VI, Employer’s Requirements. |
| 8. Delivery | |
| 8.1 | Subject to GCC 27.1, 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 VI, 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. |
| 9. Contractor’s Responsibilities | |
| 9.1 | 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. |
| 10. Contract Price | |
| 10.1 | Unless otherwise prescribed in the PCC, the Contract price shall be fixed throughout the duration of Contract performance. |
| 11. Terms of Payment | |
| 11.1 | The Contract Price shall be paid as specified in the PCC.  The Contractor’s request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Plant & Equipment delivered and Related Works performed, and by the documents submitted pursuant to GCC 8 and upon fulfillment of all other obligations stipulated in the Contract. |
| 11.2 | Payments shall be made promptly by the Employer, no later than sixty (60) days after submission of an invoice or request for payment by the Contractor, and after the Employer has accepted it. |
| 11.3 | The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the Tender price is expressed. |
| 11.4 | In the event that the Employer fails to pay the Contractor any payment by its due date, or within the period set forth in the PCC, the Employer shall pay to the Contractor interest on the amount of such delayed payment, at the rate shown in the PCC, for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award. |
| 12. Taxes and Duties | |
| 12.1 | For Plant & Equipment 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. |
| 12.2 | For Plant & Equipment 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. |
| 12.3 | 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. |
| 13. Performance Security | |
| 13.1 | 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. |
| 13.2 | If so required, pursuant to GCC 13.1, the performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in one of the forms stipulated by the Employer in the PCC, or in another form acceptable to the Employer. |
| 13.3 | The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Contractor’s failure to complete its obligations under the Contract. |
| 13.4 | The performance security shall be discharged by the Employer and returned to the Contractor not later than twenty-eight (28) days following the date of completion of the Contractor’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC. |
| 14. Subcontracting | |
| 14.1 | 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. |
| 14.2 | Subcontracts shall comply with the provisions of GCCs 3 and 4. |
| 15. Specifications and Standards | |
| 15.1 | (a) The Contractor shall ensure that the Plant & Equipment and Related Services comply with technical requirements, as specified in Section VI, Supply Requirements. |
|  | (b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer |
|  | (c) Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in Section VI, Supply Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC 26. |
| 16. Packing and Documents | |
| 16.1 | The Contractor shall provide such packing of the Plant & Equipment 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 & Equipment’ final destination and the absence of heavy handling facilities at all points in transit. |
| 16.2 | 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. |
| 17. Insurance | |
| 17.1 | Unless otherwise specified in the PCC, the Plant & Equipment supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC. |
| 18. Transportation | |
| 18.1 | Unless otherwise specified in the PCC, responsibility for arranging transportation of the Plant & Equipment shall be in accordance with the specified Incoterms. |
| 19. Inspections and Tests | |
| 19.1 | 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 & Equipment and Related Services as specified in the PCC. |
| 19.2 | The inspections and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Plant & Equipment’ final destination, or in another place in the Employer’s country as specified in the PCC. Subject to GCC 19.3, if conducted on the premises of the Contractor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer. |
| 19.3 | The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC 19.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. |
| 19.4 | Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Contractor shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection. |
| 19.5 | The Employer may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Plant & Equipment comply with the technical specifications codes and standards under the Contract, provided that the Contractor’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Contractor’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. |
| 19.6 | The Contractor shall provide the Employer with a report of the results of any such test and/or inspection. |
| 19.7 | The Employer may reject any Plant & Equipment or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Plant & Equipment or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer, and shall repeat the test and/or inspection, at no cost to the Employer, upon giving a notice pursuant to GCC 19.4. |
| 19.8 | The Contractor agrees that neither the execution of a test and/or inspection of the Plant & Equipment or any part thereof, nor the attendance by the Employer or its representative, nor the issue of any report pursuant to GCC 19.6, shall release the Contractor from any warranties or other obligations under the Contract. |
| 20. Liquidated Damages | |
| 20.1 | Except as provided under GCC 27, if the Contractor fails to deliver any or all of the Plant & Equipment, 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 28. |
| 21 Warranty | |
| 21.1 | The Contractor warrants that all the Plant & Equipment are 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. |
| 21.2 | Subject to GCC 15.1(b), the Contractor further warrants that the Plant & Equipment 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. |
| 21.3 | 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. |
| 21.4 | 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. |
| 21.5 | Upon receipt of such notice, the Contractor shall, within the period specified in the PCC, expeditiously repair or replace the defective Plant & Equipment 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. |
| 22. Patent Indemnity | |
| 22.1 | The Contractor shall, subject to the Employer’s compliance with GCC 22.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:   1. the installation of the Plant & Equipment by the Contractor or the use of the Plant & Equipment in the country where the Site is located; and 2. the sale in any country of the products produced by the Plant & Equipment.   Such indemnity shall not cover any use of the Plant & Equipment or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Plant & Equipment or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract. |
| 22.2 | If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC 22.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. |
| 22.3 | If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.  The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing. |
|  | The Employer shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer. |
| 23. Limitation of Liability | |
| 23.1 | 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. |
| 24. Change in Laws and Regulations | |
| 24.1 | If, within less than twenty-eight (28) days prior to the date of Tender Submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Employer’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC 10. |
| 25. Force Majeure | |
| 25.1 | 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. |
| 25.2 | 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. |
| 26 Change Orders and Contract Amendments | |
| 26.1 | The Employer may at any time order the Contractor through notice in accordance with GCC 5, to make changes within the general scope of the Contract in any one or more of the following:   1. drawings, designs, or specifications, where Plant & Equipment to be furnished under the Contract are to be specifically manufactured for the Employer; 2. the method of shipment or packing; 3. the place of delivery; and 4. the Related Services to be provided by the Contractor. |
| 26.2 | 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. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor’s receipt of the Employer’s change order. |
| 26.3 | Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the Contractor for similar services. |
| 26.4 | 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. |
| 27 Extensions of Time | |
| 27.1 | If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely delivery of the Plant & Equipment or completion of Related Services pursuant to GCC 8, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor’s notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract. |
| 27.2 | Except in case of Force Majeure, as provided under GCC 25, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC 20, unless an extension of time is agreed upon, pursuant to GCC 27.1. |
| 28. Termination | |
| 28.1 | Termination for Default  (a) 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: |
| 28.2 | 1. if the Contractor fails to deliver any or all of the Plant & Equipment within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC 27; 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 3, in competing for, or in executing the Contract. |
| 28.3 | (b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC 28.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Plant & Equipment or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Plant & Equipment or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated. |
| 28.4 | 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. |
| 28.5 | Termination for Convenience   1. The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective. |
| 28.6 | 1. The Plant & Equipment that are complete and ready for shipment within twenty-eight (28) days after the Contractor’s receipt of the notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Plant & Equipment, the Employer may elect: 2. to have any portion completed and delivered at the Contract terms and prices; and/or 3. to cancel the remainder and pay to the Contractor an agreed amount for partially completed Plant & Equipment and Related Services and for materials and parts previously procured by the Contractor. |

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| Section VII. 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. | |
| **GCC reference** | **Particular Conditions of Contract** | |
| **1** | **General Provisions** | |
| **1.1.2.2** | The Employer is: **Department of education and science of Khmelnitsky 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.  This Contract is financed by a grant from the Eastern European Energy Efficiency and Environmental Fund (“E5P Fund”). NEFCO is defined as Implementing Agency for E5P Fund within the agreed financing limits with E5P in accordance with Grant Agreement between NEFCO and Recipient. | |
| **1.1.2.6** | The Recipient of E5P grant via NEFCO is: **Khmelnitsky City Council** | |
| **1.1.6.1** | The Employer’s Country is: **Ukraine** | |
| **1.1.6.5** | The Project Site are: ***the premises of Khmelnitsky School №14 located at 17, Sportyvna str., Khmelnitsky and Khmelnitsky Kindergarten №29 “Rankova zirka” located at 6/1, Karmelyuka str., Khmelnitsky with the aim to implement the Programme “Improvement of Energy Effi-ciency in Public Building in the City of Khmelnitsky”*** | |
| **1.2.3 (a)** | The version of Incoterms shall be the current edition of Incoterms, published by The International Chamber of Commerce, Paris. | |
| **1.4** | 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 is: English for foreign Contractors and Ukrainian for Ukrainian Contractors***.*** | |
| **1.6** | The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance. | |
| **1.11** | The individuals or firms in a joint venture, consortium or association shall be held jointly and severally liable. | |
| **5** | **Notices** | |
| **5.1** | For **notices**, the Employer’s address shall be:  Attention: Liudmyla V. Kornietska, Head of the Tender Committee  Street Address: 53, Hrushevskogo str.,  Floor/ Room number: 2nd floor, office #27  City: Khmelnitsky  Postal Code: 29000  Country: Ukraine  Telephone: +38 (067) 74-22-107  Electronic mail address: **saiko.svitlana@ukr.net** | |
| **6** | **Settlement of Disputes** | |
| **6.2** | The rules of procedure for arbitration shall be as follows: | |
|  | (a) In the case of a dispute between the Employer and a Ukrainian Contractor, the dispute shall be referred to adjudication/arbitration in accordance with the laws of Ukraine.  (b) In the case of a dispute between the Employer and a foreign Contractor, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.  (c) The place of arbitration shall be the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine (Kyiv, Ukraine).  (d) The arbitration proceedings shall be conducted in the language governing the Contract.  Notwithstanding any referral of a dispute to arbitration herein:  (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and  (b) the Employer shall pay the Contractor any monies due the Contractor. | |
| **8** | **Delivery** | |
| **8.1** | The Contractor is aware and informed that prior to the supply of Plant it needs to provide the documents to the Employer that are necessary for obtaining the exemption from relevant taxes and custom duties of the Plant financed by E5P. Accordingly notwithstanding with any other provisions of the Contract, the Contractor shall be entitled to start the delivery of the Plant only upon receipt of a written notice from the Employer that the Contractor can start the supply.  The Contractor shall issue such a notice within ***[insert number]*** days from the date of signing of the Contract, assuming the Contractor has provided the Employer with the required documents for tax exemption within the time period indicated by the Employer.  If Employer fails to issue the notice, then the Contractor shall start delivery of the Plant in accordance with the latest date for delivery indicated in the Employer’s Requirements, and the Employer shall assure that custom clearance of the Plant will be performed in time independently from obtaining by the Employer of any exemption of the Plant from relevant taxes and custom duties. If relevant taxes and custom duties shall be paid then the Employer shall pay them.  If the Employer obtains the exemption from relevant taxes and custom duties of the Plant earlier then ***[insert number]*** days, then, upon the agreement with the Employer the Contractor shall ship and the Employer shall accept the Plant in such agreed time, if a new date has been agreed upon. | |
|  | The shipping and other documents to be furnished by the Contractor are: | |
|  | (a) For Plant supplied from outside Ukraine: the Plant shall be delivered AP (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. | |
| **10** | **Contract price** | |
| **10.1** | Price adjustments shall not apply. | |
| **11** | **Terms of payment** | |
| **11.1** | The terms of payment shall be as follows: | |
|  | All payments under the Contract shall be made in Euro.  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 2(20) percent of the Contract Price shall be paid within thirty (30) days of signing the Contract, and upon submission of a claim and Performance Security according to Clause 13 of GCC;  (ii) On shipment: Sixty (60) percent of the Contract Price shall be paid within thirty (30) days of delivery of Plant at destination against the Minutes of Arrival signed by both parties, and, upon submission of documents specified in Clause 8; and  (iii) On acceptance: Twenty 2(20) percent of the Contract Price of the Plant and performed works shall be paid within thirty (30) days of Plant testing and commissioning, upon submission of a claim supported by the acceptance certificate issued by the Employer for the respective Plant and Related Works.   1. Before the advance payment, the Contractor shall submit to the Employer a written confirmation from the Contractor’s bank that the Contractor is a legal owner and has an exclusive access to the bank’s account that is indicated in this Contract as the Contractor’s account. The Employer shall submit this written confirmation together with a request for disbursement of NEFCO funds. In case the bank data of the Contractor were changed during the validity of this Contract, then the Contractor shall submit a new written confirmation from its bank to the Employer immediately. | |
| **11.2** | The Contractor shall nominate up to 3 (three) accounts and notify these to the Employer within 28 days after the Contractor receives the Letter of Acceptance. Payments shall be made only to the account(s) nominated by the Contractor in accordance with this Clause. | |
| **13** | **Performance Security** | |
| **13.1** | A performance security shall be required; it shall be issued in the name of the Employer and it shall be stated as beneficiary with regard to any payments under the security.  The amount of performance security shall be 55% of the Contract Price**.** | |
| **13.2** | Performance security should be in a form of bank guarantee issued in the name of Employer corresponding to Section VIII below, and should be from the bank that is acceptable to NEFCO. | |
| **13.4** | 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 | |
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| **16** | **Packing and Documents** | |
| **16.2** | 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. | |
| **17** | **Insurance** | |
| **17.1** | The insurance coverage shall be in an amount equal to 110 percent of the DDP value of the Plant from “warehouse to warehouse” on an “All Risks” basis, excluding War Risks. | |
| **18** | **Transportation** | |
| **18.1** | Responsibility for arranging transportation of the Plant & Equipment shall be in accordance with the specified Incoterms. | |
| **19** | **Inspection and tests** | |
| **19.1** | The inspections and tests shall be:  **Prior to shipment of Goods**   * + FAT (Factory Acceptance Test) including visual inspections and physical measurements.   **At the delivery**  The Plant will be inspected by the Employer during the Customs clearance or immediately after they have arrived at site, as appropriate. The conformity of the enclosed Plant shall be checked to be as stipulated in the documents. The Employer shall:   1. issue the Minutes of Arrival to the Contractor within three days after arrival of Goods to the Site, stating the date on which the Goods were delivered in accordance with the Contract; or 2. give reasons and specify the item to be finished by the Contractor to enable the Minutes of Arrival to be issued. The Contractor shall then complete this item before issuing a further notice under this Contract to receive the Minutes of Arrival.   The Contractor shall compensate all and any damage caused to the Employer in case of non-conformity of the Plant applied for custom clearance and plant actually supplied including compensation of all custom duties, taxes and penalties which shall be paid in order to supply the non supplied part.  **The Employer’s Acceptance**  The Plant shall be considered as taken over and accepted by the Employer when the Plant and Works are delivered according to the Contract and the Acceptance Certificate has been issued.  The Contractor may apply by notice to the Employer for Acceptance Certificate not earlier than 14 days before the Goods in the Contractors opinion are installed, passed all agreed tests and ready for taking over and acceptance.  The Employer shall, within 28 days after receiving the Contractor’s application:   1. issue the Acceptance Certificate to the Contractor, stating the date on which the Goods or lots and Services were completed in accordance with the Contract; or 2. reject the application, giving reasons and specifying the item to be finished by the Contractor to enable the Acceptance Certificate to be issued. The Contractor shall then complete this item before issuing a further notice under this Contract.   If signing of Acceptance Certificate is delayed not due to the Contractor’s fault, the Employer shall be deemed to have taken over and accepted the Plant not later than **12** months from the last delivery Minutes of Arrival date.  The Employer shall then issue the Acceptance Certificate accordingly, and Works (if not carried out yet) and Tests on Completion shall be carried out as soon as practicable, before the expiry date of the warranty period.  In addition to any other information the Acceptance Certificate shall contain the information of the Works rendered and the price of the Works rendered. By request of the Employer Parties shall sign separate acceptance certificate for Works which shall not be signed earlier then Acceptance Certificate for the Plant. | |
| **20** | **Liquidated Damages** | |
| **20.1** | 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. | |
| **21** | **Warranty** | |
| **21.3** | The period of validity of the warranty shall be **24** months from the date of Acceptance Certificate signed by the Employer***.*** | |
|  | Without prejudice to Clauses 21.3, 21.4 and 21.5, the Contractor shall promptly correct, at no cost to the Employer, any defect in any Plant & Equipment or parts repaired or replaced pursuant to Clauses 21.3, 21.4 and 21.5 above, upon receipt of a written notice of defect within **12**months of the acceptance of the repaired or replaced Plant. | |
| **21.5** | The period for repair or replacement shall be: **30 (thirty)** days. | |

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| Section VIII. Contract Forms |

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

1. LETTER OF ACCEPTANCE

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

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

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

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

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

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

Authorised Signature:

Name of Signatory:

Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

2. Contract Agreement

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

BETWEEN

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

and

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

WHEREAS the Employer invited tenders for Plant & Equipment and Related Services, described as ***[insert brief description of the Plant & Equipment and Related Services]*** and has accepted a Tender by the Contractor for the supply of these Plant & Equipment and Related Services, and the Employer agrees to pay the Contractor the Contract Price 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 Supply Requirements
    7. the Drawings*;* and
    8. the completed Schedules.

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

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

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

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

3. Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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