

Ukraine

“Thorough repair of outdoor lighting networks with the use of energy-saving technologies in Kreminna city, Luhansk region”

INVITATION FOR TENDERS

“Development of design documentation, including passing expertise and designer’s supervision, replacement of old fixtures and installation of new LED ones, replacement of lighting poles, replacement of metal brackets, suspension of self-supporting insulated wire, installation of control cabinets for street lighting with meters, installation of terminals for street lighting control , installation of a dispatch point, restoration of protective grounding circuits of lighting poles, restoration of re-grounding circuits, dismantling of all the equipment under replacement, with obligatory disposal and removal of dismantled materials in accordance with environmental requirements in Kreminna city, Luhansk region”

This Invitation for Tenders follows the General Procurement Notice on procurement under this Project, which was published on the Procurement Notices section of NEFCO’s website (<http://www.nefco.int>).

Kreminna City Council hereinafter referred to as “the Employer”, intends to use the part of funding from the Nordic Environment Finance Corporation (NEFCO) to pay for the project ***“Thorough repair of outdoor lighting networks with the use of energy-saving technologies in Kreminna city, Luhansk region”***.

The Employer hereby invites Contractors to submit their sealed tenders for the award of such a contract, to be financed by NEFCO:

“Development of design documentation, including passing expertise and designer’s supervision, replacement of old fixtures and installation of new LED ones, replacement of lighting poles, replacement of metal brackets, suspension of self-supporting insulated wire, installation of control cabinets for street lighting with meters, installation of terminals for street lighting control , installation of a dispatch point, restoration of protective grounding circuits of lighting poles, restoration of re-grounding circuits, dismantling of all the equipment under replacement, with obligatory disposal and removal of dismantled materials in accordance with environmental requirements in Kreminna city, Luhansk region”.

When preparing their tender, the tenderers should take into account that the works under this contract will tentatively start in **April, 2022** and should be completed **December, 2022**.

Tenders for contracts that are to be financed with the proceeds of NEFCO financing are open to firms from any country.

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. The Tenderer demonstrates the revenue for each previous three years and the average annual revenue in the previous 3 (three) years should be at least 2 (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 should demonstrate the availability of access to or liquid assets in fact, not mortgaged real assets, credit lines or other financial means for provision of the requirement of operating funds needed for the performance of the contract, that are estimated at an amount not less than 20% from its tender proposal;
- the Tenderer has successfully supplied similar plant and works to other purchasers and successfully completed at least five (5) similar contracts by scope and cost (the scope of such a contract must be at least 3 million UAH) in the recent 5 (five) years. In case of tender submitted by JVCA, the leading partner should demonstrate at least 60% compliance with this requirement;
- the Tenderer will be able to carry out its warranty obligations;

Invitation for Tenders

- 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 which the Tenderer does not manufacture, the Tenderer have to certify that he has been duly authorised by the Manufacturer to supply the plant in the Purchaser's country.

Tender documents may be obtained from the office at the address below free of charge upon a written request from a prospective Tenderer.

Upon receiving the written request from prospective Tenderer, the documents will be promptly dispatched electronically in PDF and MS Word format, however, no liability can be accepted for their non-delivery or late delivery. In case of discrepancies between the PDF and Word versions of the document, the PDF version shall prevail.

All tenders must be accompanied by a Tender-Securing Declaration.

Tenders must be delivered to the office at the address below on or before **February 3, 2022, 10:00 a.m.**, at which time they will be opened in the presence of those tenderers' representatives who choose to attend.

Pre-tender meeting for Tenderers with representatives of the Employer for visiting the project site and discussion of technical and procedural issues was held on **December 23, 2021, at 10:00 a.m.**, at the address: ***Kreminna City Council, 13 Druzhby Ave., Kreminna city, Luhansk region, 92905, Ukraine.***

A register of potential tenderers who have received the tender documents may be inspected at the address below.

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

Makohon Nataliya Mykolayivna – Deputy Mayor in Kreminna city on the activities of executive bodies

13 Druzhby Ave., Kreminna city, Luhansk region, 92905, Ukraine

Tel.: (06454) 2-33-80

krmgorsovnet@gmail.com

Date: December 13, 2021

Tender Document for Procurement of Equipment and Related Works

Project:

“Thorough repair of outdoor lighting networks with the use of energy-saving technologies in Kreminna city, Luhansk region”

Procurement of:

Development of design documentation, including passing expertise and designer’s supervision, replacement of old fixtures and installation of new LED ones, replacement of lighting poles, replacement of metal brackets, suspension of self-supporting insulated wire, installation of control cabinets for street lighting with meters, installation of terminals for street lighting control , installation of a dispatch point, restoration of protective grounding circuits of lighting poles, restoration of re-grounding circuits, dismantling of all the equipment under replacement, with obligatory disposal and removal of dismantled materials in accordance with environmental requirements in Kreminna city, Luhansk region

Issued on:

Tender No: KREM-2-2

Employer: Kreminna City Council

Country: Ukraine

Tender Document

Table of Contents

Section I. Instructions to Tenderers.....	1
Section II. Evaluation and Qualification Criteria	11
Section III. Tender Forms.....	18
Section IV. Employer's Requirements	Ошибка! Закладка не определена.
1.List of Equipment and Related Works	Ошибка! Закладка не определена.
2.Delivery and Completion Schedule.....	Ошибка! Закладка не определена.
3.Technical Specifications and Statement of Compliance	Ошибка! Закладка не определена.
4.Drawings	Ошибка! Закладка не определена.
Section V. General Conditions of Contract.....	Ошибка! Закладка не определена.
Section VI. Particular Conditions of Contract.....	73
Section VII. Contract Forms.....	79

Section I. Instructions to Tenderers

A. General

1. **Scope of Tender**
 - 1.1 The Employer *Kreminna City Council* issues this Tender Document for the procurement of *“Development of design documentation, including passing expertise and designer’s supervision, replacement of old fixtures and installation of new LED ones, replacement of lighting poles, replacement of metal brackets, suspension of self-supporting insulated wire, installation of control cabinets for street lighting with meters, installation of terminals for street lighting control , installation of a dispatch point, restoration of protective grounding circuits of lighting poles, restoration of re-grounding circuits, dismantling of all the equipment under replacement, with obligatory disposal and removal of dismantled materials in accordance with environmental requirements in Kreminna city, Luhansk region”*, as specified in Section IV, Employer’s Requirements.
 - 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section V, General Conditions of Contract.
2. **Source of Funds**
 - 2.1 The Borrower/Grant Beneficiary (hereinafter called “Borrower/Grant Beneficiary”) *Kreminna City Council of Luhansk region* has applied for or received financing (hereinafter called “funds”) from the Nordic Environment Finance Corporation (hereinafter called “NEFCO”) toward the cost of the project named *Thorough repair of outdoor lighting networks with the use of energy-saving technologies in Kreminna city, Luhansk region*. The Borrower/Grant Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued.
 - 2.2 Payments by NEFCO will be made only at the request of the Grant Beneficiary and upon approval by NEFCO in accordance with the terms and conditions of the financing agreement between the Grant Beneficiary and NEFCO (hereinafter called the “Financing Agreement”), and will be subject in all respects to the terms and conditions of that Financing Agreement.
3. **Prohibited Practices**
 - 3.1 NEFCO requires that Grant Beneficiaries, as well as tenderers, suppliers, sub-suppliers, 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 the NEFCO Policy on Anticorruption and Compliance (as defined in Clause 1.8 of Section V of the General Conditions of Contract), NEFCO:
 - (a) defines, for the purposes of this provision, Prohibited Practices as one or more of the following:
 - (i) “Abuse” means theft, misappropriation, waste or improper use of property or assets related to the Contract, either committed intentionally or through reckless disregard;
 - (ii) “Coercion” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
 - (iii) “Collusion” means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influ-

encing the actions of another party;

- (iv) “Corruption” means the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
 - (v) “Fraud” means any act or omission, including misrepresentation or concealing a material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation;
 - (vi) “Obstruction” means
 - (a) deliberately destroying, falsifying, altering or concealing evidence material to an investigation;
 - (b) making false statements to investigators in order to materially impede an investigation;
 - (c) failing to comply with requests to provide information, documents or records in connection with an investigation;
 - (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a NEFCO investigation or from pursuing an investigation; or
 - (e) materially impeding NEFCO’s contractual rights of audit or access to information;
 - (vii) “Money Laundering” means
 - (a) the conversion or transfer of property, knowing that such property is derived from criminal activity, to conceal and disguise the illicit origin of the property, or assisting any person who is involved in the commission of such activity to evade the legal consequences of this action;
 - (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing such property is derived from criminal activity;
 - (c) the acquisition, possession or use of property knowing, at the time of receipt, that such property was derived from criminal activity; or
 - (d) participation or assistance in any of the activities above; and
 - (viii) “Financing of terrorism” means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out terrorist activities (the “terrorist activities” shall have the same meaning as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism).
- (b) will reject a proposal for award if it determines that the tenderer, supplier, sub-supplier, contractor, subcontractor, concessionaire, consultant or subconsultant recommended for award has engaged in Prohibited Practices in competing for the contract

in question;

- (c) will cancel the portion of NEFCO financing allocated to a contract for Equipment and Related Works if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower/Grant Beneficiary or of other beneficiary of NEFCO financing during the procurement or the execution of that contract, without the Borrower/Grant Beneficiary having taken timely and appropriate action satisfactory to NEFCO to remedy the situation;
- (d) may declare a firm/individual 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/individual has engaged in Prohibited Practices in competing for, or in executing, a NEFCO-financed contract; and
- (e) reserves the right, where a Borrower/Grant Beneficiary or a firm/individual has been found by a judicial process in any 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 NEFCO financing for such Borrower/Grant Beneficiary; and
 - (ii) to declare that such a firm/individual is ineligible, either indefinitely or for a stated period of time, to be awarded a NEFCO-financed contract; and
- (f) will have the right to require that, in contracts financed by NEFCO, a provision be included requiring suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants to permit NEFCO to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by NEFCO.

3.2 Furthermore, tenderers shall be aware of the provisions stated in Section V, General Conditions of Contract and Section VI, Particular Conditions of Contract.

4. Eligible Tenderers

4.1 A Tenderer may be a natural person, private entity, government-owned entity—subject to Instructions to Tenderers (hereinafter referred to as “ITT”) 4.3—or any combination of such entities in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:

- (a) all partners shall be jointly and severally liable, and
- (b) the 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.

4.2 NEFCO permits firms/individuals from all countries to offer Equipment and Related Works for NEFCO-financed contracts.

Consistent with international law, the proceeds of the NEFCO financing shall not be used for payment to firms/individuals or for any import of 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 or by any sanctions authority determined as relevant by NEFCO for a NEFCO-financed project. Firms/individuals or Contractors offering Equipment and Related Works, covered by such prohibition shall therefore not be eligible for the award of NEFCO-financed contracts.

4.3 A Tenderer shall not have a conflict of interest, as defined in sub-clauses 3.27-3.29 of the NEFCO Procurement Policy and Procedures (as defined in Clause 1.8 of Section V of the

General Conditions of Contract). All Tenderers found to have a conflict of interest shall be disqualified.

4.4 Tenderers shall be excluded if:

- (a) firms/individuals representing the Tenderer are prohibited under relevant national law from entering into commercial relations with the client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to NEFCO;
- (b) firms/individuals representing the Tenderer have been declared, and remain, as at the relevant date, ineligible pursuant to decision on debarment in accordance with NEFCO's Policy on Anticorruption and Compliance; or
- (c) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's/Grant Beneficiary's country prohibits any import of Equipment from that country or any payments to firms/individuals in that country.

5. Eligible Equipment and Related Works

- 5.1 All Equipment and Related Works to be supplied under the Contract and financed by NEFCO, shall originate from an eligible country in accordance with ITT 4.2.
- 5.2 For purposes of this paragraph, the term Equipment includes commodities, raw material, machinery, equipment, and industrial Equipments; and Related Works includes works such as transportation, installation, commissioning, training, and initial maintenance.

B. Preparation of Tenders

6. 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.
- 6.2 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Employer in writing by sending a written request to the address *13 Druzhby Ave., Kreminna city, Luhansk region, 92905, Ukraine, Email: krmgorso-vet@gmail.com*. The Employer will respond to any request for clarification, provided that such request is received prior to **December 28, 2021**, 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.
- 6.3 The Tenderer may visit and examine the project site and obtain for itself all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the site shall be at the Tenderer's own expense. A Tenderer wishing to visit the project site must coordinate its visit with the Employer beforehand.
- 6.4 The Tenderer's designated representative is invited to attend a pre-tender meeting to be held on **December 23, 2021, at 10:00 a.m.** at *13 Druzhby Ave., Kreminna city, Luhansk region, 92905, Ukraine*. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.5 The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 6.6 Minutes of the pre-tender meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have obtained the Tender Document. Any changes to the Tender Document that may become necessary as a result of the

pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-tender meeting.

6.7 Nonattendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

- 7. Language of Tender** 7.1 Tenders from foreign companies should be prepared in English with translation in local language. Tenders from local companies should be prepared in local language with translation in English. The supporting documents do not need to be translated.
- 8. Documents Comprising the Tender** 8.1 The Tender shall comprise the following:
- (a) Letter of Tender and Covenant of Integrity in a form furnished in Section III, Tender Forms;
 - (b) completed Price Schedules as provided in Section III, Tender Forms;
 - (c) Tender-Securing Declaration, in accordance with ITT 15;
 - (d) written confirmation authorising the signatory of the Tender to commit the Tenderer;
 - (e) documentary evidence establishing the eligibility of the Equipment and Related Works offered by the Tenderer, in accordance with ITT 13;
 - (f) documentary evidence establishing the Tenderer's qualifications in accordance with the requirements of Section II, Evaluation and Qualification Criteria, in accordance with ITT 12;
 - (g) documentary evidence establishing the conformity of the Equipment and Related Works offered by the Tenderer with the Tender Document, in accordance with ITT 13.2;
 - (h) in the case of a tender submitted by a JVCA, JVCA agreement, indicating at least the parts of the Employer's Requirements to be executed by the respective partners.
- 9. Alternative Tenders** 9.1 Alternative technical proposals *shall not* be considered.
- 10. Tender Prices and Discounts** 10.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Price Schedules shall be fixed.
- 10.2 The Tenderer shall quote prices as required in each Price Schedule included in Section III, Tender Forms. Notwithstanding with any other provision in this tender documentation the Equipment to be supplied from abroad shall be delivered **DAP (Incoterms)** and the Equipment to be supplied from within the country shall be delivered at Site. The Tenderer shall quote the price of the Equipment the following way:
- (a) for Equipment delivered from abroad tender price shall be **DAP** at Site;
 - (b) for Equipment delivered from inside the country tender price shall be – delivered at Site. Site is located in **13 Druzhby Ave., Kreminna city, Luhansk region, 92905, Ukraine.**
- The Related Site Works can include the preparation of installation drawings, arrival inspection, decommissioning of the equipment to be replaced, installation of the Equipment, putting installed equipment into operation, commissioning of Equipment 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.

- 10.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation which is not consistent with this paragraph will be rejected by the Employer as non-responsive.
- 11. Currency of Tender** 11.1 All prices quoted by the Tenderer shall be in **Euro without VAT**; currency for payment shall be the same as quoted by the Tenderer in its Tender.
- 12. Documents Establishing the Qualifications of the Tenderer** 12.1 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 Section III, Tender Forms.
- 12.2 The Tenderer shall submit the Manufacturer's Authorisation, using the form included in Section III, Tender Forms where the Tenderer does not manufacture or produce the Equipment it offers to supply, for the Equipment items identified in Section IV, Employer's Requirements as such, for which the Authorisation should be provided.
- 12.3 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 Contract, where a Tenderer does not conduct business within the Employer's Country.
- 13. Documents Establishing the Eligibility of Equipment and Related Works** 13.1 To establish the eligibility of the Equipment and Works, Tenderers shall complete the forms, included in Section III, Tender Forms.
- 13.2 The Tenderer must provide the following documentary evidence to establish the conformity of the Equipment and Related Works:
- The documentary evidence of the Equipment's and Related 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 Equipment and Related 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 Equipment for a period of 3 years, following commencement of the use of the Equipment by the Employer; and
 - (c) a paragraph-by-paragraph commentary on the Employer's Requirements demonstrating substantial responsiveness of the Equipment and Related Works to those specifications or a statement of deviations and exceptions to the provisions of the Employer's Requirements.
- 14. Period of Validity of Tenders** 14.1 Tenders shall remain valid **120 days** after the tender submission deadline date. A tender valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing. A Tenderer may refuse the request. A Tenderer granting the request shall not be required or permitted to modify its tender, except as provided in ITT 14.3.
- 14.3 If the award is delayed by a period exceeding **fifty-six (56) days** beyond the expiry of the initial Tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above adjustment.
- 15. Tender-** 15.1 The Tenderer shall furnish as part of its tender the original of a Tender-Securing Declaration

Securing Declaration using the respective form included in Section III, Tender Forms.

15.2 Any Tender not accompanied by a Tender-Securing Declaration shall be rejected by the Employer as non-responsive.

16. Format and Signing of Tender

16.1 The Tenderer shall prepare one original of the documents comprising the tender and clearly mark it "ORIGINAL". In addition, the Tenderer shall submit **3 (three)** 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 tender documents in a PDF format on a USB flash drive (memory stick).

16.2 The original and all copies of the tender shall be typed or written in indelible ink. The tenders shall be sewn in separate copies, stitched and numbered. On the last page of the tender there shall be an inscription "**The total number of pages is ____**" that shall be signed by a person duly authorised to sign on behalf of the Tenderer and stamped. This authorisation shall be confirmed by the Tenderer's statutory documents attached to the Tender.

16.3 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.

C. Submission and Opening of Tenders

17. Submission, Sealing and Marking of Tenders

17.1 Tenderers may always submit their Tenders by mail or by hand. Procedures for submission, sealing and marking are as follows:

- a) Tenderers submitting Tenders by mail or by hand shall enclose the original and copies of the Tender in separate sealed envelopes.
- b) Address of the Employer **13 Druzhby Ave., Kreminna city, Luhansk region, 92905, Ukraine, tel: (06454) 2-33-80.**

17.2 The inner and outer envelopes shall:

- a) bear the name and address of the Tenderer;
- b) be addressed to the Employer;
- c) bear the specific identification of this Tendering process pursuant to ITT 1.1; and
- d) bear a warning: "Do not to open before **03.02.2022, 10:00 a.m.**"

17.3 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.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by the Employer at the address specified in ITT 17.1(b) above no later than **03.02.2022, 10:00 a.m.**

19. Tender Opening

19.1 The Employer shall conduct the Tender opening in public, in the presence of Tenderers' designated representatives and anyone who choose to attend, and at the address specified in ITT 17.1(b) above immediately after deadline specified for submission of tenders in ITT

18.1 above. Tender opening shall be carried out in line with procedure described in NEFCO's Tender Evaluation Guide.

D. Examination of Tenders

- 20. Confidentiality**
- 20.1 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.
- 20.2 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.
- 20.3 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.
- 21. Clarification of Tenders**
- 21.1 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 mathematical errors discovered by the Employer in the evaluation of the Tenders.
- 21.2 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.
- 22. Determination of Responsiveness**
- 22.1 The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 8.
- 22.2 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; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 22.3 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 IV; 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.
- 22.4 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.
- 22.5 Provided that a Tender is substantially responsive, the Employer may waive any quantifiable nonconformity in the Tender that does not constitute a material deviation, reservation or omission. The cost of all quantifiable deviations or omissions shall be added to the tender price in question. A reasonable estimate of the cost will be made by the Employer, taking into

consideration the corresponding tender prices of other responsive tenderers or other appropriate market prices. Such costs will be at the Employer's sole discretion. A Tenderer will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.

- 22.6 Provided that a Tender is substantially responsive, the Employer may request the Tenderer to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender. Requested information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender

E. Tender Evaluation and Comparison

- 23. Qualification of the Tenderer** 23.1 The Employer shall determine whether the Tenderers meet the qualifying criteria specified in Section II, Evaluation and Qualification Criteria. Tenders not meeting the qualification criteria shall be rejected. In the case of a large number of tenders received, a few tenders that have a reliable chance of being economically attractive shall be evaluated. Subsequent tenders shall be due to evaluation if all originally evaluated tenders have been rejected.
- 23.2 Notwithstanding the provisions of ITT 23.1, the Employer reserves the right to waive any minor deviations from the qualifying criteria specified in Section II: Evaluation and Qualification Criteria that do not materially affect the capability of the Tenderer to perform the Contract.
- 24. Evaluation of Tenders and Correction of Mathematical Errors** 24.1 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.
- 24.2 Provided that the Tender is substantially responsive, the Employer shall correct mathematical errors as indicated in Section II, Evaluation and Qualification Criteria.
- 24.3 If a Tenderer does not accept the correction of errors, its Tender shall be declared non-responsive.
- 24.4 In the event that a tender during the evaluation process is identified as abnormally low, a clarification process shall be initiated allowing for the bidder to prove its ability to perform the contract at the offered price. If the tenderer is unable to demonstrate such ability beyond reasonable doubt, the tender may be rejected subject to prior no-objection by NEFCO.
- 25. Tender Adjustments** 25.1 For the evaluation and comparison purposes the Employer shall adjust the Tender prices using the methodology specified in ITT 22.5 above.
- 26. Negotiation in case of budget overrun** 26.1 If the lowest evaluated, and substantially responsive, tender exceeds the available budget, the Employer may, subject to prior NEFCO's no-objection, negotiate with the lowest evaluated tenderer to try to obtain a satisfactory contract through a reduction in the scope and/or a reallocation of risk and responsibility which can be reflected in a reduction of the contract price.
- 26.2 As a rule, NEFCO will require retendering in case such negotiation results in substantial reduction in the scope or modification to the tender documents.
- 27. Employer's Right to Accept Any Tender, and to Reject Any or All Tenders** 27.1 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 shall be promptly returned to the Tenderers.

F. Award of Contract

- 28. Award Criteria** 28.1 The Employer shall award the Contract to the Tenderer whose offer has been determined to be the most economically advantageous Tender and substantially responsive to the Tender Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 29. Variation of quantities at time of award** 29.1 At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Equipment and Related Works originally specified in Section IV, Employer's Requirements up to **20%**, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
- 30. Notification of Award** 30.1 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.
- 30.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.
- 30.3 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 the notification of the results of tendering, 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.
- 31. Signing of Contract** 31.1 Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement.
- 31.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer.

Section II. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate tenders and qualify Tenderers. In accordance with ITT 24.1, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section III, Tender Forms.

A. Evaluation Criteria and Methodology

ITT 24.1 The evaluation of Tenders and the correction of mathematical errors shall be undertaken by the Employer in accordance with the following methodology:

1) Establishing the Qualification

The Employer shall establish whether the Tenderers are qualified to perform the Contract in accordance with the provisions of Section B: Qualification Criteria below. If the Tenderer is determined to be qualified to perform the Contract in accordance with ITT 24.1 the Tenderer shall be determined as eligible for Contract award.

2) Discounts

The Employer will adjust the Tender Price, using the methodology prescribed by the Tenderer in its Letter of Tender, to take account of the Discounts offered by the Tenderer as read out during the Tender Opening.

In the event of any ambiguity in the Tenderer's methodology, the benefit of the doubt shall be given to the Employer. If a Tenderer does not accept the Employer's determination, its tender shall be declared non-responsive.

The methodology for applying the discount is provided by the Tenderer, and shall not be related to the tenders of other Tenderers.

3) 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 a mathematical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

4) Detailed Evaluation

If tender prices are requested inclusive of all duties, taxes and other levies, the evaluation shall be on this basis. Following the completion of 1), 2) and 3) above, the Employer shall subject

only the most economically advantageous tender to a detailed evaluation to determine whether the tender is substantially responsive to the tender documents in accordance with the provisions of ITT 22. In doing so, the Employer shall follow the procedure described in NEFCO's Tender Evaluation Guide for Works, Goods and Related Services.

5) Reassessment of Tender Ranking

In the event that the most economically advantageous tender is determined to be substantially responsive in accordance with the provisions of ITT 22, the Employer shall establish whether it contains a quantifiable deviation or omission in accordance with ITT 22.5 and whether after adding the cost of the deviation to the evaluated tender price it remains the lowest priced tender. If not, then the Employer shall subject the second economically advantageous tender to the same detailed evaluation and so forth.

B: Qualification Criteria

ITT 23.1 To be qualified for contract award in accordance with ITT 23.1, the Tenderer (individually, or JVCA collectively) must demonstrate to the Employer that the Tenderer, has the financial, technical and production capability and capacity necessary to perform the Contract and substantially satisfies the requirements regarding eligibility, experience, financial position and record of pending litigations, specified below:

a) Eligibility

EXAMPLE:

Tenderers shall meet the eligibility requirements set forth in ITT 4 (as evidenced from Letter of Tender):

- Not having conflicts of interests as described in ITT 4.3;
- Not having been declared ineligible due to non-compliance with requirements described in ITT 4.4;
- Not having been banned from tendering by NEFCO for the period, during which this contract is planned to be awarded.

Documents are to be submitted:

- Letter of Tender
- Covenant of Integrity

b) Financial Situation

i) Average Annual Turnover

the Tenderer demonstrates the revenue for each previous three years and the average annual revenue in the previous 3 (three) years should be at least 2 (two) times greater than price of its tender proposal. In case of tender submitted by JVCA, the leading partner should demonstrate at least 50% compliance with the requirement:

Documents are to be submitted:

- **Tender Form FIN-1:** Average annual turnover (for each partner to JVCA)
- Balance statements, including all related explanatory notes, as well as income state-

ments) for the years 2018-2020 (for each partner to JVCA).

ii) Financial Resources

The Tenderer should demonstrate the availability of access to or liquid assets in fact, unencumbered real assets, lines of credit or other financial means sufficient to meet the production cash flow for the contract, that are estimated at the amount not less than 20% from its tender proposal

Documents are to be submitted:

Tender Form FIN-2: Financial Resources (for each partner to JVCA)

Supporting documents on the relevant financial resources. The Tenderer should confirm the availability of financial resources specified in the Tender Form Financial Resources by submitting the following relevant documents depending on the type of financial resources:

- **Confirmation of the availability of funds** by providing a copy of the bank account statement or a letter from the bank, which confirms the current account balance;
- **Confirmation of existing lines of credit** by providing copies of relevant loan agreements or a letter from the bank confirming the amount of available credit;
- **Confirmation of the possibility of providing financing** in the form of relevant letters from banks, which should contain a preliminary amount of financing, which is currently being considered by the bank to provide;
- **Confirmation of unencumbered real estate**, which can be used as ensurance for obtaining a loan from a bank by providing an extract from the state register of real estate rights, which indicates the owner of the property and no information about existing encumbrances, and information on the balance sheet cost of the property or a copy of real estate estimation report dated no later than 1 (one) year before the date of submission of the tender proposal (50% of the balance sheet or estimated cost of real estate is taken into account as available financial resources).

c) Experience

The Tenderer has successfully supplied plant and works to other purchasers similar to the required hereby plant and works, and successfully completed at least five (5) similar by scope and cost contracts that were successfully competed in full (the cost of such a contract must be at least 3 (three) million UAH) in the recent 5 (five) years.

In case of tender submitted by JVCA, the leading partner should demonstrate at least 60% compliance with this requirement;

Documents are to be submitted:

- **Tender Form EXP-1:** Completion work experience;
- Copies of Contracts;
- Copies of existing additional agreements indicating changes in the total cost of the contract or changes in the scope of work (if any). If no change in cost adjustment has been applied, indicate "Contract cost has not been changed";

Copies of signed certificates of acceptance (for contracts performed in Ukraine - in the form of KB-2 and KB-3) or other documentation confirming the successful completion of contracts in full, provided in the abovementioned forms (including act or certificate of commissioning, if available).

Specific requirements for JVCA

In case of a tender submitted by JVCA, the leading partner should demonstrate at least 50% compliance with the requirements (b) and at least 60% compliance with the requirements (c) above.

d) History of non-performing contracts

Non-performance of contract by Tenderer (including members of JVCA, if appropriate) did not occur during the last **3 (three) years** based on information provided in Section III, Tender Forms (the Employer reserves the right to check the correctness of the reported information by using other sources).

Documents are to be submitted:

Tender Form NP-1: History of non-performing contracts (for each partner to JVCA)

e) Pending litigations

All pending litigation against Tenderer (including members of JVCA, if appropriate) shall in total not represent more than **30%** of the Tenderer's net worth, as based on information provided in Section III, Tender Forms (the Employer reserves the right to check the correctness of the reported information by using other sources).

f) Personnel

The Tenderer must demonstrate that it (or relevant partner of JVCA) has the personnel for the key positions that meet the following requirements:

No.	Position	Total similar experience, years	In similar works experience, years
	Chief project engineer or chief project architect	1	Not less than 7 (seven)
	Certified design engineer * - civil engineering design in terms of energy saving	1	Not less than 3 (three)
	Certified design engineer * - civil engineering design in terms of estimate documentation	1	Not less than 3 (three)
	Foreman-engineer (Power Engineer)	1	Not less than 5 (five)
	Electrician	10	Not less than 3 (three)
	Welder	2	Not less than 5 (five)

The Tenderer shall provide details of the proposed personnel and their experience rec-

ords in the relevant Information Forms included in Section III, Tender Forms.

Documents are to be submitted:

- **Tender Form PER-1:** Information sheet on availability of employees with appropriate qualifications who have the necessary knowledge and experience.
- Ukrainian tenderers must also add the completed form “Annex 4DF of the consolidated reporting on income tax and Unified Social Tax” for the last quarter, accompanied by a receipt from the relevant tax authority.

g) Equipment

The Tenderer must demonstrate that it has the key equipment listed hereafter:

No.	Equipment type and characteristics	Minimum required number
	Onboard car, loading capacity not less than 3 t	1 unit
	Device for manual welding	1 unit
	The mobile compressor, pressure not less than 5 atm.	1 unit
	Lift car (tower), height not less than 15 m	2 units
	Generator petrol or diesel, power not less than 5 kW	1 unit
	Perforator, angle grinder	2 sets

Documents are to be submitted:

Tender Form EQ-1: Information sheet on availability of equipment and material and technical facility to be used to perform the Contract.

- h)** the Tenderer will be able to carry out warranty obligations;
- i)** the Tenderer is not bankrupt or under bankruptcy procedures according to the national legislation or regulations;
- j)** In cases where the Tenderer offers its services for the supply of Equipment that it does not manufacture, the Tenderer has to certify that he has been duly authorized by the Manufacturer to supply the Equipment in the Purchaser’s country.

Checklist of qualification criteria

Position	Criteria	Leader JVCA	Leader JVCA	Sub-Contractor	Document
A	<p>Eligibility:</p> <p>Tenderers must meet the eligibility criteria set out in paragraph 4 of the ITT</p>	100%	100%	100%	<ul style="list-style-type: none"> • Letter of Tender • Covenant of Integrity
B	Financial Situation:				
B1	<p>Average Annual Revenue:</p> <p>the average annual revenue in the previous 3 (three) years should be at least 2 (two) times greater than price of its tender proposal</p>	Not less than 50%			<ul style="list-style-type: none"> • Tender Form FIN-1: Average annual revenue (for each partner to JVCA) • Balance statements, including all related explanatory notes, as well as income statements, for the years 2018-2020 (for each partner to JVCA)
B2	<p>Financial Resources:</p> <p>The Tenderer should demonstrate the availability of access to or liquid assets in fact, unencumbered real assets, lines of credit or other financial means sufficient to meet the production cash flow for the contract, that are estimated at the amount not less than 20% from its tender proposal</p>	Not less than 50%			<ul style="list-style-type: none"> • Tender Form FIN-2: Financial Resources (for each partner to JVCA) • Supporting documents on the relevant financial resources, specified in ITT23.1 (B.2)
C	Experience:				
	<p>Tenderer's experience should be at least 5 contracts during the last 5 years, each worth at least 3 (three) million UAH, which have been fully and successfully completed and are similar to the proposed equipment and works.</p>	Not less than 60%			<ul style="list-style-type: none"> • Tender Form EXP-1: Completion work experience • Copies of Contracts; • Copies of existing additional agreements indicating changes in the total cost of the contract or changes in the scope of work (if any). If no change in cost adjustment has been applied, indicate "Contract cost has not been changed"; • Copies of signed certificates of acceptance (for contracts performed in Ukraine - in the form of KB-2 and KB-3) or other documentation confirming the successful completion of contracts in full, provided in the abovementioned

Position	Criteria	Leader JVCA	Leader JVCA	Sub-Contractor	Document
					forms (including act or certificate of commissioning, if available).
D	<p>History of non-performing contracts:</p> <p>Non-performance of contract by Tenderer (including members of JVCA, if appropriate) did not occur during the last 3 (three) years</p>	100%	100%		<ul style="list-style-type: none"> • Tender Form NP-1: History of non-performing contracts (for each partner to JVCA)
E	<p>Pending litigations:</p> <p>All pending litigation against Tenderer (including members of JVCA, if appropriate) shall in total not represent more than 30% of the Tenderer's net worth</p>				<ul style="list-style-type: none"> • Tender Form NP-1: History of non-performing contracts (for each partner to JVCA)
F	Personnel:				
	The Tenderer must demonstrate that it (or relevant partner of JVCA) has the personnel for work performance according to the Qualification Criteria requirements	Not less than 50%			<ul style="list-style-type: none"> • Tender Form PER-1: Information sheet on availability of employees with appropriate qualifications who have the necessary knowledge and experience. • Ukrainian tenderers must also add the completed form "Annex 4DF of the consolidated reporting on income tax and Unified Social Tax" for the last quarter, accompanied by a receipt from the relevant tax authority. • For foreign Tenderers, this should be confirmed by the relevant document.
G	The Tenderer must demonstrate that it has key vehicles and equipment to perform the work in accordance with the Qualification Criteria requirements	Not less than 50%			<ul style="list-style-type: none"> • Tender Form EQ-1: Information sheet on availability of equipment and material and technical facility to be used to perform the Contract

Section III. Tender Forms

List of Tender Forms

- Letter of Tender
- Covenant of Integrity
- Forms of Price Schedules
- Form of Tender-Securing Declaration
- Tender Form PER-1 Contractor's Personnel
- Tender Form EQ-1 Information sheet on availability of equipment and material and technical facility to be used to perform the Contract
- Tender Form TECH-1 Manufacturer's Authorisation
- Tender Form ORG-1 Tenderer Information Sheet
- Tender Form FIN-1 Average Annual Revenue
- Tender Form FIN-2 Financial Resources
- Tender Form NP-1 History of Non-Performing Contracts and Pending Litigation
- Tender Form EXP-1 Experience

Letter of Tender

Note for Tenderers: *The Tenderer must prepare the Letter of Tender and Covenant of Integrity 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: _____

Tender No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Document, including any amendments to Tender Documents issued in accordance with ITT 8 prior to the deadline for submission of Tenders defined in ITT 18.1;
- (b) We offer to supply, in conformity with the Tender Document, the following Equipment and Related Works:.....
- (c) The total price of our Tender (without VAT), excluding any discounts offered in item (e) below is:
.....
(in words and in numbers)
- (d) The discounts offered and the methodology for their application are:
.....
.....
- (e) The total price of our Tender (without VAT), including any discounts offered in item (e) below is:
.....
(in words and in numbers)
- (f) Our tender shall be valid for the period[insert validity period as specified in ITT 14.1] 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;
- (g) If our tender is accepted, we commit to furnish a performance security in accordance with the Tender Document;
- (h) Our firm/The individual, including any subcontractors or suppliers and subsuppliers for any part of the Contract are eligible in accordance with ITT 4.2;
- (i) We, including any subcontractors or suppliers and subsuppliers for any part of the Contract have no conflict of interest in accordance with ITT 4.3;
- (j) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process, other than alternative offers submitted in accordance with ITT 9;
- (k) Our firm/The individual, its affiliates or subsidiaries—including any subcontractors or suppliers and subsuppliers for any part of the contract—have not been declared ineligible and are not under investigation by NEFCO, another international financial institution, under the Employer's country laws or offi-

cial regulations or by an act of compliance with a decision of the European Union and/or United Nations Security Council;

- (l) We are not a government-owned entity / We are a government-owned entity *[use one of the two options as appropriate]* but we meet the requirement stated in ITT 4.3;
- (m) 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.
- (n) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

Name:

.....

In the capacity of:

.....

Signed:

.....

Duly authorised to sign the Tender for and on behalf of:

.....

Date:

.....

Covenant of Integrity

to *[Name of Employer]* /
 from *[Name of Tenderer]* /

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors (“the **Parties**”), where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practices (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Practices shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant of Integrity (the “**Covenant**”).

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

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

In the event that we are awarded the Contract, we grant the Purchaser/Client/Employer/NEFCO and auditors appointed by any of them, as well as any authority or body having competence under relevant legislation, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six (6) years from the date of performance of the Contract.”

For the purpose of this Covenant, “Prohibited Practices” includes:

- **Abuse** meaning theft, misappropriation, waste or improper use of property or assets related to the Contract, either committed intentionally or through reckless disregard;
- **Coercion** meaning impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
- **Collusion** meaning an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;
- **Corruption** meaning the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
- **Fraud** meaning any act or omission, including misrepresentation or concealing a material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation;
- **Obstruction** meaning:
 - (i) deliberately destroying, falsifying, altering or concealing evidence material to an investiga-

tion;

- (ii) making false statements to investigators in order to materially impede an investigation;
 - (iii) failing to comply with requests to provide information, documents or records in connection with an investigation;
 - (iv) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a NEFCO investigation or from pursuing an investigation; or
 - (v) materially impeding NEFCO's contractual rights of audit or access to information; and
- **Money laundering** meaning
 - (i) the conversion or transfer of property, knowing that such property is derived from criminal activity, to conceal and disguise the illicit origin of the property, or assisting any person who is involved in the commission of such activity to evade the legal consequences of this action;
 - (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing such property is derived from criminal activity;
 - (iii) the acquisition, possession or use of property knowing, at the time of receipt, that such property was derived from criminal activity; or
 - (iv) participation or assistance in any of the activities above; and
 - **Financing of terrorism** meaning the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out terrorist activities (the "terrorist activities" shall have the same meaning as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism).

Date:

Signature:

[Name and position]

for and on behalf of

[Name of the firm/individual or joint venture]

Forms of Price Schedules

PREAMBLE

General

1. Price Schedules shall be completed in the format, manner and detail indicated below. Tenderers shall be deemed to have read the Technical Specifications and other volumes of the tender documents and to have reviewed the Drawings to ascertain the full scope of the requirements included in each item. The entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit as well as other incidental costs associated with tendering and contracting, such as bank guarantees, insurances, etc.
2. If the Tenderer is unclear or uncertain as to the scope of any item, he shall seek clarification in accordance with the Instructions to Tenderers in the tender documents prior to submitting his tender.

Pricing

3. Prices shall be entered in indelible ink, and any alterations necessary due to errors etc. shall be initialled by the Tenderer.
4. Tender prices shall be quoted in the manner indicated and in the currency specified in the tender documents.

For each item, Tenderers shall complete each appropriate column in the Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules for each item shall be for the scope covered by that item as detailed in the Employer's Requirements, Drawings or elsewhere in the tender documents.

For all items listed in Section IV – Employer's Requirements - prices shall be indicated in the Price Schedules. Required items, which not listed separately in the Schedules, will be considered as such that are included in other price items listed in the Schedules.

5. Where there are discrepancies between the total of the amounts in the column for the price breakdown and the amount in the column for the total price, the former shall prevail and the latter will be corrected accordingly.

Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

6. Items left blank will be deemed to have been included in prices for other items.
7. The total for each Price Schedule and the total of the Summary shall be deemed to be the total price for executing the Equipment and Related Works thereof in complete accordance with the Contract, whether or not each individual item has been priced.
8. When requested by the Employer for the purposes of making payments or partial payments, calculating variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

Price Schedules are presented in Excel format attached as a separate file "*Krem-2-2_Form_Price Schedules.xlsx*", as a part of Tender Document.

Form of Price Schedules consists of:

- 1. Price Schedule No. 1: Equipment and Materials to be Supplied**
- 2. Price Schedule No.2: Related Works**
- 3. Summary Price Schedule**

Form of Tender-Securing Declaration

Date: _____

Tender No.: _____

to:

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for tendering in any contract financed wholly on in part by NEFCO for the period of time of three (3) years starting on the date when we have breached our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Tender during the period of tender validity specified in the Letter of Tender; or
- (b) having been notified of the acceptance of our Tender by the Employer during the period of tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT 31.

Name of the Tenderer* _____

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

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

Tender Form PER-1

Contractor's Personnel

Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section II (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Resume of Proposed Personnel

The Tenderer shall provide all the information requested below for each of the personnel listed in the schedule of the Contractor's Personnel. Fields with asterix (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	

	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present <i>Employer</i>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*

Tender Form EQ-1

Information sheet on availability of equipment and material and technical facility to be used to perform the Contract

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section II (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured </div>	

The following information shall be provided only for equipment not owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title

	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Tender Form TECH-1

Manufacturer's Authorisation

Note for Tenderers: *The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated, for the items of*

Equipment, for which the submission of this Form is required by Employer's Requirements (Section IV). 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 ITT 12.2. 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 Employer]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of 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 Equipment, [insert name and or brief description of the Equipment], manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20.1 of General Conditions of Contract, with respect to the Equipment offered by the above firm/individual.

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]

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.

Tender Form ORG-1

Tenderer Information Sheet

Date: _____

Tender No.: _____

Page _____ of _____ pages

<p>1. Tenderer's Legal Name EDRPOU code (for Ukrainian Tenderes) _____</p>
<p>2. Role in Tender:</p> <ul style="list-style-type: none"> • Tendere or Leding partner of JVCA <input type="checkbox"/> • Partner of JVCA <input type="checkbox"/> • Subcontractor <input type="checkbox"/>
<p>3. Tenderer's Country of Constitution or Registration:</p>
<p>4. Tenderer's Year of Constitution or Registration:</p>
<p>5. Tenderer's Legal Address in Country of Constitution or Registration:</p>
<p>6. Tenderer's Authorised Representative Information</p> <p>Name:</p> <p>Address:</p> <p>Telephone/Fax numbers:</p> <p>Email Address:</p>
<p>7. Attached are copies of original documents of:</p> <ul style="list-style-type: none"> • Articles of Incorporation or Registration of the tenderer named in 1 above. • In case of government-owned entity from the Employer's Country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.

Tender Form FIN-1

Average Annual Revenue

Tenderer's Legal Name: _____

Date: _____

JVCA Partner Legal Name: _____

Tender No.: _____

Page _____ of _____ pages

Annual turnover data*		
Year	Amount and Currency	Euro equivalent
Year 2018		
Year 2019		
Year 2020		
**Average Annual Turnover		

Notes:

* Tenders are to attach are copies of tax certificates and financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Tenderer or the JVCA Partner, and not the consolidated financial statements;
- (b) Historic financial statements must correspond to accounting periods already completed (no statements for partial periods shall be requested or accepted);
- (c) Historic financial statements that passed the verification required by the legislation of the country of the Tenderer and confirmed by the documentation issued by the relevant authorities of the country of the Tenderer.

**Average annual turnover is calculated as the average value of net income from sales of products (goods, works, services) (position 2000 of the Statement of Financial Performance for Ukrainian companies) for the number of years specified in Section II, Evaluation and Qualification Criteria.

*** Equivalent amounts in euros are calculated on the basis of the average annual exchange rate of hryvnia to euro, which is published by the National Bank of Ukraine (NBU), as shown in the table below:

Year	Average annual NBU exchange rate, UAH / EUR
2018	32,14
2019	28,95
2020	30,79

Tender Form FIN-2

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section II, Evaluation and Qualification Criteria.

Source of financing	Amount (Euro equivalent)
1.	
2.	
3.	
4.	

Current Contract Commitments

Tenderers and each partner to a JVCA should provide information on their current commitments on all contracts that they have been awarded, for which a letter of intent or acceptance has been received, or lastly for contracts approaching completion but for which an unqualified full completion certificate has yet to be issued.

Name of contract	Employer, contact address, telephone & email	Value of outstanding supply (current Euro equivalent)	Estimated completion date	Average monthly invoicing over last six months (Euro/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Tender Form NP-1

History of Non-Performing Contracts and Pending Litigation

Tenderer's Legal Name: _____ Date: _____

JVCA Partner's Legal Name: _____

Tender No.: _____

Page _____ of _____ pages

History of Non-Performing Contracts in accordance with Section II, Evaluation Criteria				
<input type="checkbox"/> There has been no non-performing of contract obligations in the last three years				
Year	Non-performed portion of contract	Contract identification data	Total Contract amount	Reasons
Pending Litigation, in accordance with Section III, Evaluation Criteria				
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation, as indicated below				
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:		
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:		

The Employer reserves the right to verify the veracity of the information provided, using other sources.

Tender Form EXP-1

Experience

Tenderer's Legal Name: _____

Date: _____

JVCA Partner's Legal Name: _____

Tender No.: _____

Page _____ of _____ pages

Similar Contract No. <i>[insert specific number]</i> of <i>[total number of contracts]</i> required	Information	
Contract Name		
Award date		
Completion date		
Role in Contract		
Total Contract amount		Euro
If a partner in a JVCA, specify participation in total contract amount	_____ %	Euro _____
Relevant contact information of the Employer:		
Address:		
Telephone:		
E-mail:		
Contact person:		

Documents by which the Tenderer must confirm the success of the performed contracts, presented in this form:

1. Copies of Contracts;
2. Copies of existing additional agreements indicating changes in the total cost of the contract or changes in the scope of work (if any). If no change in cost adjustment has been applied, indicate "Contract cost has not been changed";
3. Copies of signed certificates of acceptance (for contracts performed in Ukraine - in the form of KB-2 and KB-3) or other documentation confirming the successful completion of contracts in full, provided in the abovementioned forms (including act or certificate of commissioning, if available).

Additionally, the success of completed contracts can also be confirmed by the following documents:

- certificate of conformity or declaration of readiness for operation:
- positive feedback from Employers on the above-mentioned contracts, which shall specify the following:

- date of issue, output number, reference to the number;
- date and subject of the contract;
- the total cost of the contract and the percentage of its implementation;
- information on the quality of performed work, compliance with deadlines, absence of claims or lawsuits by Employers for non-performance or improper performance of the contract.

These reviews must be provided by the end user (balance holder).

Experience (cont.)

Tenderer's Legal Name: _____

Page _____ of _____ pages

JVCA Partner's Legal Name: _____

Similar Contract No. <i>[insert specific number]</i> of <i>[total number of contracts]</i> required	Information
Description of the similarity in accordance with ITT 23.1(c) of Section II, Evaluation and Qualification Criteria:	
Amount	
Physical size [the scope of performed work in accordance with the contract related to energy saving are indicated: area of facade insulation, replacement of windows, doors, roof insulation, length of used basic materials (lamps, wires, electrical supports, etc.)]	
Complexity	
Technology	

Section IV. Employer's Requirements

• List of Equipment and Related Works

• List of Plant and Works

1.1 List of Plant			
List No	Name of Plant	<u>Brief Description</u>	<u>Quantity</u>
1	LED fixture with approximate capacity of 50 W	The technical characteristics of the fixtures must meet the requirements of the Employer. It is planned to install fixtures with a capacity of 50 W and 20 W. (The power error of the proposed fixtures should not exceed 15% of the expected power according to the tender documentation.)	100 pcs
2	LED fixture with approximate capacity of 20 W		600 pcs
3	AVVG cable 3x4	To connect the fixtures to street lighting network, the cross section of the core is 4 sq. mm	800 m
4	SIW-5 wire (AsXSn) 4x25	Self-supporting insulated wire (SIW 5 or AsXsn) for the installation of networks of street lighting, made of stitched light stabilized polyethylene resistant to the spread of combustion.	29,260 m
5	Piercing branch clamp (lantern)	To connect the power cable of the fixture to the network of street lighting.	2,800 pcs
6	Hook universal	To suspend SIW	700 pcs
7	Anchor clamp	Clamp for anchor fastening of wire SIW type	280 pcs
8	Suspension clamp	Clamp for suspension fastening of a wire SIW type	560 pcs
9	Piercing branch clamp (mainstream)	To connect the mainstream power supply line of SIW to the branches, and to make re-grounding connections.	160 pcs
10	Bandage tape	It is intended for fixing of fastening armature on poles from concrete or reinforced concrete structure.	1,400 m
11	Buckle (clip)		1,400 pcs

12	Overvoltage limiter for protection of overhead lines	To protect the insulated wires of overhead lines 0.38 kV from atmospheric overvoltage. Set: overvoltage limiter for protection + piercing branch clamp 1 pc.	60 pcs
13	Metal pole 8 m high with single-horned bracket and materials for foundation	Complete set: <ul style="list-style-type: none"> – Steel pole, height 8 m, covered by a method of hot galvanizing., round or multifaceted, conical, single-seam, made of solid metal sheet at least 4 mm thick with reinforced base. – Bracket galvanized, single-horned, height 1m, overhang 1m, 90°. – Foundation block - reinforced concrete structure for supporting the pole, according to the calculation of load. – Distribution box type TB2 for the arrangement of electrical connections of the mainstream wire and the fixture wire connection. 	33 pcs
14	Metal bracket for mounting fixtures	For installation of the fixture on an electric pole. It is made of a thick-walled pipe from ferrous metal with drawing a protective covering by a method of hot galvanizing.	667 pcs
15	Outdoor lighting control cabinet	Control cabinet type I-710. Complete set according to the standard scheme for power supply of lighting electrical installations (see the section Drawings)	12 pcs
16	Outdoor lighting control terminal	For remote control of outdoor lighting on the GSM channel of the mobile operator	12 pcs
17	The metal accounting cabinet without a meter	A metal cabinet that is located separately on the pipe stand for the electricity meter	12 pcs
18	Arrangement of dispatch point with computer, monitors, uninterruptible power supply block, software, modem for communication, etc.	Equipment that is installed in the place specified by the Employer and performs the function of automatic control of street lighting and includes a server, network map visualization monitor, monitor visualization of basic / switching control circuits and equipment status indication, uninterruptible power supply, software, switching equipment and others.	1 set
19	Materials for installation of protective	Complete set:	180 sets

	grounding circuits of electric poles	-Circle diam. 16 mm-3 m. -Steel strip 40x4-1 m. -Steel round diam. 8mm galvanized-8m - Clamp spot-1 piece.	
20	Materials for installation of re-grounding circuits of PEN conductor	Complete set: Wire A16 - 1m. Spot clamp - 1 pc. Piercing clamp - 1 pc.	700 sets
1.2 List of related works			
List No	Title of works	Brief Description	Quantity
1	Development of the whole complex of design documentation for though repair of outdoor lighting networks with the use of energy-saving technologies in Kreminna city, Luhansk region (Including designer's supervision)	In accordance with current regulations on development of design documentation, according to the Employer's Requirements	1 pcs
2	Passing a comprehensive expertise on the developed design documentation, in accordance with current legislation of Ukraine	In accordance with current regulations on development of design documentation, according to the Employer's Requirements	1 pcs
3	Dismantling of fixtures with existing lamps of different types	According to the technology of work execution	400 pcs
4	Dismantling of metal brackets	According to the technology of work execution	400 pcs
5	Installation of metal brackets	According to the technology of work execution	667 pcs
6	Dismantling of existing outdoor lighting networks of overhead line 0.38 kV	According to the technology of work execution	28,000 m
7	Installation of piercing clamps	According to the technology of work execution	2,800 pcs
8	Suspension of SIW wire by overhead method	According to the technology of work execution	29,260 m
9	Installation of LED fixtures with a capacity of 50 W	According to the technology of work execution	100 pcs
10	Installation of LED fixtures with a capacity of 20 W	According to the technology of work execution	600 pcs
11	Installation of a wire connecting fixtures	According to the technology of work execution	800 m
12	Dismantling of reinforced concrete poles	According to the technology of work	33 pcs

		execution	
13	Installation of reinforced concrete foundation and installation of metal poles with brackets	According to the technology of work execution	33 pcs
14	Installation of outdoor lighting control cabinet	According to the technology of work execution	12 pcs
15	Installation of outdoor lighting control terminal in full set	According to the technology of work execution	12 pcs
16	Installation of metal accounting cabinet without a meter	According to the technology of work execution	12 pcs
17	Installation of dispatch point	According to the technology of work execution	1 set
18	Trimming and removal of tree branches	According to the technology of work execution	100 pcs
19	Installation of grounding circuit of electric poles	According to the technology of work execution	180 sets
20	Installation of grounding circuit of PEN-conductor	According to the technology of work execution	700 sets
21	Execution of a complex of start-up and commissioning works	According to the technology of work execution	1 set
22	Disposal of dismantled lamps as well as construction waste in accordance with environmental requirements	According to the technology of work execution and current environmental legislation and requirements of Ukraine	400 pcs

The manufacturer's permission is required for:

- 1) LED fixtures planned for use in the project;
- 2) Cable and wire products;
- 3) Equipment for metering system and remote control of outdoor lighting (dispatch point with a computer, monitors, uninterruptible power supply, software, modem for communication and control terminals, electricity meters).

Certificates of compliance with appropriate norms and standards are required for:

- 1) Street fixtures, they also require a complete test report;
- 2) Cables and wiring, according to the volume of supply;
- 3) Fastening and connecting elements (linear fittings);
- 4) Metal poles;
- 5) Equipment for metering and remote control of outdoor lighting;
- 6) Power electrical equipment for modernization of control cabinets.

1. Employer's Requirements

1. Characteristics of the existing situation

There are 278 streets, alleys and squares in Kreminna territorial community, with a total length of **167.262 km**.

The system of street lighting, which is subordinated to the Kreminna community, includes Kreminna city urban-type villages: Stara Krasnyanka, Zhytlivka, Kuzmino, Dibrova, villages Chervonopopivka, Pishchane, Novokrasnyanka.

The settlements of Zhytlivka, Dibrova, Kuzmyne are equipped with outdoor lighting by 100%, Stara Krasnyanka by 90%, Kreminna city and the territories of the villages of Pishchane, Chervonopopivka and Novokrasnyanka have outdoor lighting at the level of 40%.

The length of the existing outdoor lighting network as of 01.07.2021 is **80.488 km**, which is 48.1% of the total length of the street and road network of the city and settlements. The network is serviced by SE "Kreminske Komhospodarstvo", ME "Kreminna – Komunservis".

The total number of working light points is 935 units, which does not exceed 50% of the city's lighting needs, of which about 370 units with energy saving light sources.

There are quite a lot of streets and alleys where there is no lighting at evening and at night. In the conditions of proximity to the zone of combat operations, the restoration of the efficiency of all sources of lighting and power supply networks is very complex and long-term.

There is a certain number of poles and brackets in the city that need to be replaced. Their weariness has reached its critical condition.

Also, there is no automatic control system that would allow automatic control of the system, switching off and switching on areas, and performing visual fault monitoring.

List of streets in Kreminnacity that will be involved in the project are presented below:

Drazhevskoho str., Hayova str., O. Koshevoho alley, Naberezhnyy alley, Hayovyy alley, Ozerna str., Pishchana str., Shakhtna square, Avtoparkova str., Dostoyevskoho alley, Ryl'yeyeva str., Lomonosova str., Shakhtna str., Nakhimova str., Melnykova alley, Sadovyy alley, Lomonosova-I alley, Lomonosova-II alley, Nakhimova alley, Vesnyana str., Krasna str., Tolstoho alley, Baseyna str., Shakhtobudiveln'ykiv str., Tykha str., L. Chaykinoyi alley, Horkoho str., Avtomobilna str., Nevskoho str., Volkova str., Hoholya str., Polovyy alley, Promyslovyy alley, Silskyy alley, Lymanskyy alley, F. Dranyova str., Zvyozdna str., Polyarna str., Kurchatova str., Lozova str., Has-tello alley, Pishchanyy alley, Hayovyy alley, Zatyshna str., Hrebennikova alley, Kostyantyna Zaporozhtsya alley.

2. Information on the scope of work

Implementation of the Project measures will significantly improve the level of lighting of roads and sidewalks, the main streets and surrounding areas, which will increase traffic safety, comfort for road users and pedestrians.

During the Project implementation it is planned:

- Development of design documentation, passing the state expertise, designer's and technical supervision.
- Replacement (dismantling and mounting) of 400 old fixtures with new LED ones and installation of new LEDs in the amount of 300 units:
- Replacement of metal brackets (dismantling and mounting) in the amount of 400 units and installation of

- new brackets in the amount of 267 units;
- Replacement of the A25 wire of the existing overhead lines 0.38 kV with the SIW 4x25 wire in the amount of 29,260 m;
- Replacement of electric poles in the amount of 33 pieces;
- Installation of outdoor lighting control cabinets in the amount of 12 pieces;
- Installation of outdoor lighting control terminals in full set in the amount of 12 pieces;
- Installation of metal accounting cabinets without a meter in the amount of 12 pieces;
- Installation of dispatching control system for outdoor lighting with metering in the LUZOD system - 1 set;
- Trimming and removal of tree branches in the amount of 100 pcs;
- Installation of protective grounding circuit in the amount of 180 sets;
- Installation of grounding circuit of PEN-conductor in the amount of 700 sets
- Installation of overvoltage limiter for protection of overhead lines in the amount of 60 pcs;
- Execution of a complex of start-up and commissioning works
- Disposal of dismantled lamps in the amount of 400 pcs;

The total amount of work includes:

- a. Examination of objects and clarification of the necessary data, namely:

;
- b. Concluding defective acts on performance of works, coordination of scope of work with the Employer;
- c. Development of design documentation for the thorough repair of outdoor lighting networks using energy-saving technologies in Kreminna city, Luhansk region by technical re-equipment of fixtures based on LED technology and implementation of citywide street lighting control system. The documentation must comply with the current regulations in Ukraine;
- e. Approval of the working design with the relevant organizations (if necessary);
- f. Expert's report for design documentation;
- g. Dismantling of existing equipment;
- h. Procurement and installation of equipment and materials in accordance with the design documentation;
- i. Execution of start-up and commissioning works in the volume provided by the design documentation;
- j. Preparation of executive documentation for construction (logs of work, acts of covert work, relevant working drawings) for commissioning of the completed facility;
- k. Disposal of dismantled mercury lamps;
- l. Hand over to the Employer of the set of design documentation in paper (4 copies) and electronic form;
- m. Staff training, transfer to the Employer of guidelines and other documentation necessary to ensure the operation, maintenance and repair of equipment Навчання персоналу, передача Замовнику інструкцій та

іншої документації, необхідної для забезпечення експлуатації, обслуговування та ремонту
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3. Basic requirements for equipment:

3.1. Requirements for lighting equipment:

Fixtures with LED light sources are provided, which should be mass-produced at a specialized enterprise for further unification and be certified.

The power supply of the fixture, with a power of 50 W, must provide the following functions:

- Constant luminous flux (compensation of degradation of the LED module throughout service life)
- Integrated dimming controller (presence of pre-programmed multistage dimming according to the set schedule, not less than 3 degrees with depth of programming 1 year).

Confirmation of conformity of the driver to the specified functionality in the passport on a product and the technical specification on the driver.

Fixtures must be able to adjust the angle relative to the console from 0° to 20° or have an adapter included to ensure this condition.

Technical requirements for LED fixtures are given in table 3.1.

Table 3.1 Technical requirements for LED street lighting fixtures

List No.	Characteristic	Parameter	Should be confirmed by ¹
1	Operating voltage (permissible range of differences), V	230 (175 ÷ 260)	MP
2	Current frequency, Hz	50 ± 5%	MP
3	Rated power, W.	20, 50 (Power error the proposed fixture should not exceed 15% of the expected power according to the tender documentation)	TP
4	Correlated color temperature, K 0	4,000; 4,500	TP
5	Power factor, not less	0,9	TP

¹ MP - manufacturer's passport, TP - test protocol of the accredited body, a copy confirmed by the seal of the tenderer, the protocol should contain the results of actual measurements (detailed protocol), C - certificate, O - other documents

6	Operating temperature, C ⁰	-35 ÷ +50	MP
7	Degree of protection of the fixture, or The degree of protection of the optical unit, electrical unit and connections, no lower:	IP 65	TP
8	Curve of light intensity in the longitudinal plane	according to the technical calculation	TP
9	Color rendering index, not less	70	TP
10	Luminous efficiency (energy efficiency) of the fixture, not less, Lm / W	125	TP
11	Minimum service life of fixture and its driver, hours		
	Fixture of more than 35 W	100,000	MP
	Fixture of 35 W and less	50,000	MP
12	Warranty service life, no less, years	5	MP
13	The method of mounting the fixture	Cantilever to the pole with the ability to adjust the angle of the fixture	MP
14	Radiator housing material	Aluminum alloy of high thermal conductivity	MP
15	Lamp body protection	The housing of the fixture is protected from the environment by anti-corrosion coating by painting or anodizing.	MP
16	Requirements for heat transfer	The radiator housing cannot be located in some additional casing. The body of the fixture must provide efficient heat dissipation.	MP
17	Overvoltage protection	Presence of the block for protection from atmospheric overvoltage is not less than 10 kV for fixtures with an capacity greater than 35 W and not less than 4 kV for fixtures with an capacity of 35 W or less.	MP
18	Luminous flux level control	The power supply unit of fixtures with a power of more than 50 W must be	MP

		able to be programmed for at least 3-level dimming with a stand-alone timer. Depth of programming is 1 year.	
19	Construction safety requirements	Fixtures must meet the requirements DSTU EN 60598-1: 2017 and DSTU EN 60598-2-3: 2014	C
20	Electromagnetic compatibility requirements	The fixtures meet the requirements of DSTU EN 55015: 2014/2017, DSTU EN 61000-3-2: 2015/2016, DSTU EN 61000-3-3: 2014/2017, DSTU EN 61547: 2014/2016	C
21	Optical technology module	SMD technology	MP
22	Driver technology	For fixtures with a power of 35 W and more, it is mandatory to use a separate power supply unit from the LED board (Constant IC driver)	MP
23	Temperature distribution map	Thermogram of the working surface of the power supply unit and the circuit board of the LED lamp	TP
24	Type of light intensity curve	W (wide)	TP
25	Photometric data	Measuring the strength of light to create file in .ies format	TP
Fixtures must be manufactured in series.			
The design and mechanical strength of the fixture must provide resistance to external influences, safety in compliance with the requirements for operation and maintenance without changing the lighting parameters, specified in the product passport. The case of fixtures has to provide installation on brackets according to the provided drawings, and be able to adjust the angle. The required angle of the fixture may be provided by transitional elements that must be included in the delivery set of fixtures without changing their cost.			
The scope of delivery of the fixture must include contact clamps for connection to the bus duct. The contact clamps must ensure that the connections are tight.			

Availability of documented experience of operation of not less than one year of fixtures of this type on at least three different objects of the same category (streets of cities / rural settlements), the presence of positive feedback from end users.

Feedback must be provided directly from the operating organization and contain information about type and service life of fixtures, contact details of the responsible person providing such document.

Supporting documents

As part of the proposal, the Tenderer must provide:

- technical passport of the fixture;
- certificate of conformity;
- manufacturer's certificate ISO 9001: 2015;
- mandatory presence of the ISO 9001 manufacturer's certificate;
- compliance of parameters with technical conditions must be confirmed by certificates or other relevant documents in accordance with current national standards of Ukraine, declarations of compliance with the Technical Regulations of low-voltage electrical equipment, Technical Regulations on electromagnetic compatibility of equipment, Technical Regulations for energy labeling of lamps and fixtures;
- fixtures must have complete detailed protocols for measuring technical parameters measured photometric data on the actual KSS model of light intensity distribution and also contain thermographic characteristics of the fixture in a stationary operating state from the center accredited for such measurements.
- electronic IES-files of the offered fixtures.

Lighting calculations

For high-quality selection of type and power of fixtures the Participant, on the basis of the presented data, in structure of the tender documentation must provide a preliminary calculation in order to justify the selected equipment. Preliminary calculation is proposed to be performed in specialized software, such as Dialux Software or similar. The calculation must be performed in compliance with all existing state requirements for ensuring the proper level of illumination of the roadway and be accompanied by graphic modeling level of illumination, as well as tabular data comparing the criteria to be achieved and relevant settlement.

Lighting calculations must be performed on the following design objects:

1. Kostyantyna Zaporozhtsya alley:

Lighting category of the object – B2, main streets and roads of citywide importance with the intensity of traffic in both directions – less than 500 units / hour.

It is tentatively planned to use fixtures with a capacity of 50 W.

Data for calculation:

The carriageway consists of 2 lanes in both directions.

Electric poles are located on one side of the roadway.

The width of the road surface is 5 m.

The distance between the poles is 40 m.

The distance from the pole to the carriageway is 1 m.

The length of the console is 0.5 m.

Height of a suspension of the fixture - 7 m.

The utilization factor is 0.8

Covering: R3, q_0 : 0.070

2. Ozerna str.

Lighting category of the object – B2, main streets and roads of citywide importance with the intensity of traffic in both directions – less than 500 units / hour.

It is tentatively planned to use fixtures with a capacity of 20 W.

Data for calculation:

The carriageway consists of 2 lanes in both directions.

Electric poles are located on one side of the roadway.

The width of the road surface is 7 m.

The distance between the poles is 40 m.

The distance from the pole to the carriageway is 1 m.

The length of the console is 0.5 m.

Height of a suspension of the fixture - 7 m.

The utilization factor is 0.8

Covering: R3, q_0 : 0.070

As part of the Tender Proposal, the IES files used in the calculation of these streets must be provided, and they must correspond to those contained in the test reports.

3.2. Requirements for cable routes:

Laying of power transmission lines with voltage up to 1 kV must be performed in accordance with the requirements "Rules of arrangement of electrical installations" and DSTU 4809: 2007 "Insulated wires and cables. Fire requirements safety and test methods", DSTU EN 60332-1-1: 2016 "Fire tests of electric and fiber-optic cables", DSTU 4743: 2007 "Self-supporting insulated and protected wires for overhead power lines", GKD 34.20.260-2002 "Instructions for installation of overhead power lines up to 1 kV with self-contained insulated wires" DBN A.3.1-5 -2016 "Organization of construction production".

SIW wire must be made of cross-linked light-stabilized polyethylene resistant to the spread of combustion and meet the requirements of "Rules for the arrangement of electrical installations" DSTU EN 60228: 2015 "Conductors for insulated cables", DSTU 4809: 2007 "Insulated wires and cables, Fire safety requirements and test methods", DSTU 4743: 2007 "Self-supporting wires insulated and protected for overhead power lines", GOST 22438-77 "Conductive copper conductors and aluminum for cables, wires and cords". The cross section of the cores must be in accordance with the design solution.

The Tenderer must provide a certificate of conformity and a quality passport for the wire as part of the tender offer SIW and wires for connecting fixtures to the main network.

Power supply of the lamp from SIW to execute a three-core cable, to provide grounding of the case of the fixture through PE-core.

3.3. Requirements for metal structures and linear fittings:

Metal structures, all metal elements of linear fittings used for installation and connection of fixtures, transitional unit for adjusting the angle of inclination of fixtures, must be covered with protective coating according to DSTU B B.2.6-193: 2013 by hot-dip galvanizing.

3.3.1. Requirements for anchor clamps for SIW

Clamps should:

- have a permanent marking applied to the metal or plastic parts of the clamps, namely: trademark manufacturer and (or) factory logo, type (brand) of the clamp, type and cross-section of the wire (minimum and the maximum cross-section for which the clamps are designed), the moment and direction of tightening the bolt in Nm, the sticker not be used;
- to be adapted for installation of two-core SIW with veins with a section of 16-35 mm² on air poles 0.4 kV power lines and inputs to consumers;
- be manufactured:
 - a) made of plastic, resistant to temperature changes, precipitation and ultraviolet radiation (polyamide 6, reinforced with at least 30% fiberglass);
 - b) bolts must be made of hot-dip galvanized steel;
 - c) metal parts of the clamps must be made of metals resistant to corrosion or have corrosion resistance coating in the form of hot-dip galvanizing, etc. (painting or varnishing is not allowed);
- be designed for a destructive load of at least 3.4 kN;
- the tightening torque of the bolt must be at least 22 Nm;
- the design of the clamp must have an internal notch to prevent the wire from slipping;
- be designed for installation at temperatures up to (-20 °C).

The service life of the product must be at least 25 years. Warranty period of operation - not less than 3 years from the moment of commissioning.

3.3.2 Requirements for piercing branch clamps

The clamps are designed to connect the SIW to the mainstream with a cross section of up to 95 mm² with the cores of the SIW branches with a cross section of up to 35 mm², and to connect the lantern lighting wire with a cross section of 1.5 mm² to 10 mm².

Clamps should:

- have a permanent marking applied to the metal or plastic parts of the clamps, namely: trademark manufacturer and / or manufacturer's logo, type (brand) of clamp, wire cross-section (minimum and maximum cross-section for which the clamps are designed), tightening torque, do not use stickers;
- be adapted to connect the aluminum core of the SIW line with the cores of the SIW branches, as main and

inputs to buildings and connection of lanterns (two-sided-piercing) for aluminum wire;

- be manufactured:

a) of aluminum alloy with a tensile strength of **95-115 MPa**;

b) plastic resistant to temperature changes, precipitation and ultraviolet radiation (polyamide reinforced with fiberglass);

c) contact plates - tinned copper or aluminum alloy coated with tin;

d) bolts must be made of hot-dip galvanized steel.

- protect the joints from oxidation by filling the clamp joints anticorrosive lubricant;

- the electrical strength of the insulating parts of the clamps must be calculated for their installation on the PLI up to 1 kV;

- have a design that ensures the absence of potential on the bolts;

- have a design with no falling out components, the protective cap provides renewal insulation of the end of the branching wire;

- the quality of the contact connection must ensure the passage of the current load accordingly cross-section of the cores of the connected wires according to the technical task and catalog parameters for the manufacturer's products, but not less than 160A;

- be made with a contact clamping mechanism (clamp mounting) that does not require use of specialized equipment or tools (for example, a torque wrench, etc.);

- be designed for installation at temperatures up to (-20 °C);

- piercing clamps must be tested for electrical aging by thermal cycles and test for short-circuit currents (compliance with class A according to EN 50483-2009);

- for piercing clamps it is mandatory to provide certificates of conformity with the requirements of DSTU EN 50483-1: 2019, DSTU EN 50483-4: 2019 (or EN 50483-1: 2009, EN 50483-4: 2009) in full.

The service life of the product must be at least 25 years.

Warranty period of operation - not less than 3 years from the moment of commissioning.

3.3.3. Requirements for steel poles with foundation and bracket.

The steel pole must meet the requirements of the Employer. The height of the pole is 8 m. The pole must be round or multifaceted, conical, single-seam, made of solid metal sheet with a thickness of at least 4 mm, have a heel reinforced with ribs, the coating of the support must be hot-dip galvanized and meet the standard ISO 1461: 2009, the average thickness of the coating is to be not less than 70 µm.

Brackets for metal poles must have dimensions: 1,000 mm. uphill from the upper end of the rack and 1,000 mm. away from the axis of the rack, the angle of 15 degrees. The coating of the brackets must be hot-dip galvanized and comply with the standard ISO 1461: 2009, the average thickness of the coating is not less than 70 µm.

The foundation block is a reinforced concrete structure, which must ensure the maintenance of the steel pole and have characteristics in accordance with the calculation of load.

The Tenderer must confirm the conformity of the pole and bracket offered by him:

- a drawing approved by the manufacturer's design office;
- certificate of conformity ISO 1461: 2009;
- ISO 9001: 2008 certificate of the manufacturer;
- passport for the product certified by the manufacturer's seal.

3.4. Outdoor lighting metering and remote control system.

3.4.1. Requirements for automated control system.

The street lighting system consists of switching points (GSM terminals) and a dispatching panel. The switch-on point has a communication channel with the central dispatching point, from which the lighting control commands come (on / off, change mode, etc.). Switching points are located in cabinets I-710.

Information functions provide the formation of screen images and output forms of information and computational tasks at the request of the dispatcher or non-operational staff (system administrator). The system of remote control of street lighting should provide:

- Availability of software backup and ease of installation.
- Software based on Windows or Linux.
- Ability to update remotely the software on the terminals of the executive points directly from the dispatching point without leaving the site.
- Ability to configure individually the display configuration of each outdoor lighting (OL) control cabinet (CC) at the dispatcher's workplace (number of contactors, fuses).
- Ability to set an individual shift within the day for each of the four events of the daily schedule, individually for each terminal with a time interval from 1 minute to 999 minutes with a resolution of 1 minute.
- Ability to switch quickly between 4 lighting control schedules for each cabinet.
- Ability to enter addresses, address groups and link addresses to address groups.
- Ability to send a ready-made report on the current performance of electricity meters to any group of addresses at the touch of a button on the report tab.
- Export of the report on the state of CC OL in the form of a spreadsheet (ods-file) and their forwarding to the e-mail addresses specified by the Employer.
- Distribution of types of accidents by color, for reports received via GPRS communication channels:
 - yellow-open doors;
 - red - the absence of any phase of the power supply (A, B, C);
 - green - fuse blown.
- Ability to group executive points from the dispatcher's workplace.
- Ability to activate (deactivate) the terminal with an executive point that has any configuration from the dispatching room, with a visual image, on the mnemonic of the cabinet I-710, up to four contactors and up to 18 chains.
- Password-protected access to the system in accordance with the given authority (with the ability to protect re-management, schedule changes, system configuration, etc., unauthorized access).
- Informing the dispatching staff about emergencies and other important events, audible alarms of a certain level of importance, recording accidents.
- Automatic logging of all events controlled by this complex, including emergency, system

- switching, reports on power and energy consumption.
- Transfer of information from the meter, the ability to create other reports in accordance with the needs of the operator of the dispatching room.
- Receipt of reports in electronic form, the ability to transfer them to print (archiving period of at least two years).
- Centralized remote control of switching on and off lighting by three levels of illumination (Day. Evening. Night) in the automatic mode according to the approved schedule.
- Centralized operational (individual and group) remote control of switching on and off lighting in manual mode.
- Manual local control of lighting modes by service personnel (buttons).
- Technical accounting of consumed electricity - transfer of values of current indicators from electricity meters.
- The possibility of using other meters.
- The multichannel communication unit provides work on the following communication channels:
 - GSM voice communication channel with tone coding of information;
 - GPRS communication channel;
 - CSD (DATA call) communication channel.
- Ability to activate (deactivate) the terminal of the executive point (EP) with the expansion unit with one command from the dispatching point, with a visual image on the mnemonic of the cabinet I-710, two (four) contactors with their chains, respectively.
- Monitoring the condition of street lighting switches (example, shutdown when protection is activated).
- Control over the state of the burglar alarm system at the substation with registration of the time of its operation and sound alarm to the dispatching staff.
- Ensuring consistent redundancy of the dispatcher's workstations from the first to the fourth, ie the workstation must switch to the neighboring one in case of failure.
- At the workstations a mechanism for maintaining parallel data tables should be implemented, three for each functional table (main, backup and shortened):
 - basic, backup - absolute copies, automatically updated through the database driver;
 - shortened - a two-week sample of recent events and actions.
- Ability to provide control of starters (up to four) on different schedules in offline mode.
- Ability to implement the panel of the mnemonic CC OL, graphic display of two (four) starters and the corresponding number of fuses;
- Regular time of switching on and off the control cabinet via GSM / GPRS channels, within 0.7 - 1.5 sec. No more than 10 seconds at peak load of the GSM network of the operator.
- Entering and changing telephone numbers of EP terminals.
- Programming the access number of the dispatching point and the identification name of the terminal.
- Manual correction of the terminal time.
- Generation of reports on the work of EP at the request of the dispatcher.
- Filtering of records in the report by types of messages (emergency, regular, etc.).
- Filtering of records in the report by names of EP or by parts of name.
- Filtering records by date, date range.
- Printing reports.
- Grouping of terminals (cabinets I-710) by districts or functionality of a separate group.
- Management of a group of terminals (cabinets I-710) by district names or serial number of the group.
- Ability to choose the rules of dialing mobile numbers when changing the rules of dialing at the state level, without changing the database and set parameters.
- Ability to automatically and manually switch to winter (summer) time.
- Ability to adjust when changing the meter charging model.

3.4.2. Components and elements of street lighting control and monitoring system:

- Control terminal (mounted in CC OL) for remote control and control of fixtures and circuit breaker;
- Dispatching point - a personal computer with software for control and monitoring of street lighting and the ability to monitor electricity consumption.
- Server of the street lighting control and monitoring system physically located in Kreminna city.

3.4.3. The principle of operation of the control system and monitoring of street lighting:

- Information is exchanged between the control terminal and the street lighting control and monitoring system server via an available GPRS, RS485 or COM communication channels.
- Round-the-clock access of operators to the server via the Internet password-protected access to the system in accordance with the given authority.

3.4.4. Operator dispatching point:

- Ability to configure individually the display configuration of each control cabinet for outdoor lighting at the workplace of the dispatcher (display of input voltage and current strength for each phase).
- Ability to monitor errors and device failures.
- Remote control terminal setup.
- GPRS settings, SIM card number.
- Clock settings (automatic or manual).
- Creating schedules of the circuit breaker.
- Ability to switch quickly or change lighting control schedules for each cabinet.
- Grouping of control terminals by districts or functionality of a separate group.
- Add or edit real-time fixture information (ID, name, affiliation to a specific CC OL control terminal, to a specific fixture group of this control terminal, operating mode (scene, switching sunrise / sunset or programmed schedule)).
- Advanced hardware setup.
- Informing the operator about the opening of the CC OL door.
- Automatic logging of all controlling events, including emergency, system switching, reports on power and energy consumption, the ability to create other reports in accordance with the needs of the operator of the dispatching point.
- Ability to monitor traffic on each SIM card.
- Automatic logging of the input voltage and current strength by the control terminal of the CC OL and creation of tables and graphs.
- Ability to automatically and manually switch to winter (summer) time.

The alarm is formed under the following conditions:

- triggering of the last switch of entrance doors of a cabinet;
- accident and / or change of state of inclusion points;
- failure of the communication channel with the dispatching panel of the switching point.

Management functions:

- - Automatic - the main mode of operation. Control of lighting in accordance with the sched-

ule of daylight is carried out by the controller of the switch-on point according to the approved annual schedule.

- - Manual remote control - lighting control from the dispatcher's panel. The dispatcher activates the necessary switches of outdoor lighting, for example, when changing weather conditions, in an emergency situation or during repair and maintenance work.
- - Manual hardware - control of lighting at the place of installation of the switching point. The service personnel switches external lighting by means of the switches established in a case, carrying out necessary checks of working capacity at repair and routine works.

Switching points are supplied as functionally and structurally finished products, equipped with terminals for the connection of properly marked external chains, as well as cable inputs. In addition, to exclude the possibility of unauthorized access, each switching point is locked and equipped with an access control sensor.

Automated control system should be able to expand: increase the number of switching points, connect additional signals to the controller of the switching point, the organization of additional dispatcher seats, etc.

4. Basic requirements for work:

4.1. Requirements for adjustment of working documentation

- a. The composition and content of the design documentation is determined according to DBN A.2.2-3: 2014 "Composition and content of design documentation for construction".
- b. Mandatory coordination of the design with engineering services whose engineering networks are in the protection zone outdoor lighting networks or in their immediate vicinity.
- c. The design should contain information on determining the categories of streets by lighting.
- d. It is obligatory to attach to the project the lighting calculation for all design objects, which determines the height of poles, type and power of the fixture, the distance between the poles.
- e. Indicate in the design the type of cabinet, pole, fixture, lamp, cable landmark, etc. Be sure to specify their manufacturer.
- f. Indicate in the design all power lines that are subject to further restoration or replacement.
- g. Attach to the design the wiring diagram of the external lighting of the facility and detailed schemes of protective grounding and re-grounding as well as their specifications.
- h. Prior to the start of design, the Employer shall provide the Contractor with a Design assignment which will include a topographic and geodetic survey at a scale of 1: 500, including the Employer's Requirements for the order and quality of work and delivery of materials.

The adjustment of the working documentation (WD) should be performed on the basis of the existing DD, which will be submitted to the contractor.

4.2. Prior to the start of construction and electrical work, provide the following to the Kreminna City Council:

- (a) List of managers and responsible persons of the contractor (subcontractor) with contact telephone numbers.
- (b) Working design work in 4 (four) copies in printed form and in electronic form in PDF format.
- (c) Act of inspection of the object (in case of its thorough repair, reconstruction), which records the list and quantity of equipment, subject to dismantling and return to the warehouse of the network owner.

All construction and installation works and record keeping should be performed in accordance with DBN A.3.2-2-2009 "Occupational safety and industrial safety in construction" and DBN A.3.1-5-2016 "Organization of construction production".

1. In accordance with the Resolution of the Cabinet of Ministers of Ukraine No.466, it is recommended to submit to the relevant body of state architectural and construction control a notice of the start of construction work within the established timeframe.
2. Obtain a permit / warrant from the Employer for violation of landscaping facilities.
3. Provide a scanned copy of the decision of the Executive Committee and the minutes of the meeting, granting permission for such work. Provide a copy of the letter of agreement from the organizations recorded in this permit.

4.3. Upon completion of construction and electrical works to provide the following to the Kreminna City Council:

- a) Written notice of completion of works and readiness for commissioning.
- b) Act of technical acceptance of completed works on the object.
- c) Executive documentation, in case of existing changes in the composition of the design;
- d) Act of delivery to the warehouse of dismantled electrical equipment.
- e) Protocols for measuring the resistance of protective grounding circuits of electrical installations.
- f) Protocols for measuring the insulation resistance of the SIW wire on the cable reel.
- g) Acts of inspection of covert works, drawn up in the form given in Annex 9 to DBN A.3.1-5 and in addition acts review of covert grounding work.
- h) Statement of deviations from the approved design documentation. The statement indicates only a list of important deviations from the agreed design documentation, indicating the reasons for these deviations.
- i) Protocol for measuring the level of illumination of the object.

4.4. Requirements for the installation of outdoor lighting networks:

4.4.1. Requirements for dismantling works

- a) The Contractor must have a Permit issued by the relevant body of the State Labor Office to carry out work on increased hazards and have the technical means necessary for the quality and timeliness of work.
- b) The Contractor must submit a construction license with an annex stating the types of work - installation of external utilities in terms of power supply.
- c) Disassembled elements, assemblies, parts, as well as auxiliary equipment must be handed over to the Balance Holder under the acceptance certificate for further operation or disposal.

4.4.2. Requirements for installation work

- a) Prior to the start of the installation work on the site, the Contractor shall issue a permit for the installation work. The conditions in which the installation work must be carried out on site must be reflected in the design documentation. Equipment dismantled by the Contractor transferred to the balance holder by the act delivery and acceptance, to ensure its further write-off in compliance with all disposal measures.

b) Prior to the commencement of installation works, the Contractor shall determine and approve with the Employer:

- design documentation;
- schedules that determine the timing of installation, delivery of equipment, products and materials, taking into account sequences of dismantling and installation, as well as the implementation of related special construction and commissioning works;
- conditions of transportation to the place of installation of the equipment;
- list of equipment to be installed.

c) All equipment, materials and products transferred for installation must comply with state standards, technical conditions and have the appropriate certificates, technical passports and other documents certifying their quality.

d) When the equipment is handed over for installation, it is inspected, checked for completeness in accordance with the accompanying documentation, standards, technical conditions and other documents that define the installation and technological requirements.

e) The installation must comply with the requirements of the instructions and rules on labor protection and safety precautions.

f) During the installation of the equipment, the quality control of the performed works provided for in the technical documentation with the execution of the executive documentation shall be carried out. Detected defects must be eliminated.

- Journal of incoming control of building materials according to the checklist;
- Journal of welding works;
- Journal of corrosion protection;
- Acts of covert work and other additional documents.

g) Laying of power transmission lines with voltage up to 1 kV must be performed in accordance with the requirements of the "Rules for the installation of electrical installations" and regulations specified therein.

h) Trimming trees should be at least 1 m from the cable along the entire length of the NGO line.

i) Before installing new fixtures, carry out a complete overhaul of the bolted connections.

j) When installing the cable, leave a margin of at least 0.5 m at each connection to the fixture.

k) Re-grounding of the neutral wire should be performed every 100 meters and on the end poles, grounding of the neutral wire on each pole when using the poles of the catenary.

l) Execution of grounding of all metal poles and cabinets for street lighting.

m) Provide a visible grounding circuit for poles and cabinets.

n) All connections and connections of cable cores, as well as other electrical work to be carried out in strict accordance with the requirements of the current PUE, SNiP, Rules for safe operation of electrical installations of consumers.

4.5. Requirements for earthworks:

a) Obtain a warrant for earthworks in the *Kreminna City Council* and owners of utilities in this area.

b) In the production of covert earthworks (drilling holes for reinforced concrete poles, installation of embedded metal resistance, laying the cable in the ground in the pipe, installing a cabinet of outdoor lighting, etc.) a

representative of the *Kreminna City Council* and others interested organizations required.

c) When working on the sidewalk, install shields painted with reflective paint, information boards with information about the organization performing the work, contact phone number and apologies for temporary inconveniences. Be sure to post information about the timing of repairs with applying it on fences, road signs, information boards. If necessary, install transition bridges with handrails.

d) Fences, road signs and information plates must comply with the Industry Standard of Ukraine "Road safety. Road fences are temporary", effective from 01.10.2003 and DSTU 4100-2002 "Road signs".

e) At the time of the works, agree with the police department on the traffic organization scheme.

f) It is obligatory to attach a photo-fixation of the restored site to the act of putting the facility into operation, on which earthworks were carried out.

g) Organizations are obliged to maintain during earthworks, construction and repair works cleanliness of the adjacent territory, to ensure safe traffic conditions for pedestrians and pedestrians, to store materials in accordance with the current Rules.

4.6. Safety and health requirements

The works must be performed in compliance with the current requirements of PUE, PBE, Rules of technical operation of electrical installations (PTEE), rules of electrical and fire safety, DBN A.3.2-2-2009 "Occupational safety and industrial safety in construction" and other regulations in force in Ukraine.

To ensure labor protection and safety, the project must provide:

- use of technically advanced equipment;
- execution of grounding of elements of electrical installations with normalized (5) value of resistance and design, which meets the requirements of the OHL;
- use in the performance of construction and installation works of machines and mechanisms, in the construction of which are laid principles of labor protection.

Reconstruction of sections of lines near the operating, which are under voltage, should be carried out with observance of the standardized distances from wires to working cars and mechanisms, their proper grounding and other safety measures. In cases where the distance requirements from the elements are valid electrical installations that are live, it is impossible to perform working mechanisms, it is necessary to disconnect and ground these electrical installations. The number, duration and time of such outages must be specified in the design of works and agreed by the energy supply organization.

Fire safety of power lines must be ensured by the use of refractory structures, grounding pole. When laying street lighting lines in the right-of-way, the installation organization must make and to coordinate with the bodies of the National Police the scheme of traffic organization and fencing of the place of work with indicating the types of work and deadlines for their implementation. If necessary, a representative of the National Police is called to organize traffic at the site during the works.

According to the requirements of the National Police for work at intersections with highways must be the following conditions are met:

1. Familiarization of engineering and technical workers who perform work in the area of alienation of roads with the requirements of the instructions for road safety in places of road works.
2. Mandatory notification to the unit of the National Police before the start of work in the exclusion zone of the road or street, in order to determine the initial and final date of the work.
3. Execution of works only in daylight with obligatory fencing of the place of works with installation on all sides of road signs 1.37 "Road works", installation of road signs 1.5.2 and 1.5.3. "Narrowing of the road", as

well as, if necessary, on narrow sections of road signs 3.25 "Overtaking is prohibited", 3.29 "Maximum speed limit". The latter is installed with a stepwise decrease speed not more than 20 km / h.

4. Road signs on the roadside or on the distribution strip are installed at a height of 2 to 4 m, on the roadway parts from 0.6 to 1.5 m, on the side of the roadway. Visibility of road signs must be ensured by distance not less than 100 m. The distance between consecutive road signs should not be less than 25m.

5. Road signs 1.10, 1.12, 1.14, 1.15, 1.37 must be made on a yellow background. Layout schemes road signs agree with the National Police.

6. Compliance and placement of road signs and fences according to DSTU 4100-2002 and INUV 3.2- 218-051-95

7. Providing all employees with signal clothing when performing road works in the exclusion zone (INUV 3.2-218-051 -95 p.).

8. Carrying out measures to clear the roadway of the grant issued by the mechanisms in order to prevent the threat to road safety.

9. Resolving issues of restoring the normal functioning of the carriageway and roadside in places probable destruction. Drawing up a contract for the restoration of the carriageway and roadside in places of their damage immediately after the end of work.

10. Liability of officials in accordance with the current legislation of Ukraine for measures taken to timely stop or restrict traffic or mark on the roads places of work in accordance with requirements of current norms and standards related to traffic safety, non-compliance with this instruction, failure to take timely measures to restore safe traffic conditions.

11. Criminal liability of an official under the current legislation of Ukraine, if the violation led to a car accident or caused harm to people.

In addition, individual safety measures must be used in accordance with Annex №2

NPAOP 40.1-1.07-01 "Rules of operation of electroprotective means" (see EPS), and also plates and posters with warning inscriptions.

Before putting the object into operation, the following must be performed:

- grounding work, checking the reliability of electrical contacts of welded joints;
- testing the resistance of the grounding circuit;
- test of protection operation in "phase-zero" networks, as well as verification of earthing elements device / PUE p.1.8.36 /.

All these works must be formalized by appropriate acts.

5. Regulatory requirements

When determining the necessary parameters, selection of equipment, selection of the installation site should follow the rules and the requirements specified in the Basic requirements of the Employer to the equipment point 3 and to performance of works point 4 which are priority for this tender documentation.

5.1. Regulatory requirements, according to the standards of Ukraine:

- Resolution No.992 of the Cabinet of Ministers of Ukraine of October 15, 2012 "On approval of requirements for LED lighting devices and electric lamps used in AC networks for the purpose lighting".

- DBN B.2.5-28-2018 "Natural and artificial lighting".
- DSTU EN 60598-1-2017 "Fixtures. Part 1. General requirements and tests".
- DSTU EN 60598-2-3: 2014 "Fixtures. Part 2-3. Additional requirements. Lamps for street lighting and roads »
- DSTU B B.2.2-6-97 "Buildings and structures. Methods of measuring illuminance".
- DSTU 4809: 2007 "Insulated wires and cables. Fire safety requirements and test methods"
- DBN A.3.1-5-2016 "Organization of construction production".
- DSTU EN 60332-1-1: 2016 Fire tests of electric and fiber-optic cables. Part 1-1. Test for vertical flame propagation of a single insulated wire or cable.
- DBN A.3.1-5: 2016 "Organization of construction production".
- DSTU EN 60332-1-1: 2016 Fire tests of electric and fiber-optic cables. Part 1-1. Vertical flame propagation test for a single insulated wire or cable.
- DSTU-N B B.2.5-83: 2016 Guidelines for the design of means and equipment for outdoor lighting of cities, towns and rural settlements.
- PUE. Rules of arrangement of electrical installations.
- DSTU 3587-97. "Roads. Streets and railway crossings. Requirements for operational condition"
- Law of Ukraine "On improvement of settlements".
- DSTU B B.2.2-11: 2016 Elements (parts) of objects of improvement of settlements. General technical requirements
- DBN A.2.2-3: 2014 Composition and content of design documentation for construction
- DSTU B A.2.4-4: 2009 System of design documentation for construction. Basic requirements for design and working documentation.
- DBN A.2.2-1-2003 "Composition and content of materials for environmental impact assessment in the design and construction of enterprises, buildings and structures".

5.2. Regulatory requirements for the level of illumination of the surface depending on the functional purpose lighting areas (according to DBN B.2.5-28-2018 "Natural and artificial lighting")

The choice of fixture power for lighting roads, streets and squares in settlements is carried out according to requirements of DBN B.2.5-28-2018.

- a) Lighting of streets, roads and squares with regular traffic in urban settlements should be designed based on the norms of medium brightness of improved covering.
- b) The level of illumination of the carriageway of streets, roads and squares with transitional and lower types of pavements in cities is regulated by the value of the average horizontal illumination, which for streets, roads and squares category B should be 6 lux, for streets and roads of category B at transitional type of coverings - 4 lux and at lower type coating - 2 lux.
- c) The average brightness of the sidewalks adjacent to the carriageway of streets, roads and squares must be not less than half of the average brightness of the pavement of these streets, roads and squares.
- d) The ratio of the minimum brightness of the coatings to the average value must be not less than 0.4 for the average brightness of more than 0.6 cd / m² and not less than 0.3 for the average brightness of 0.6 cd / m² and lower. The ratio of the minimum brightness of the coating to the maximum in the lane should not be less than

0.6 at norms of average brightness more than 0,6 cd / m² and not less than 0,4 - at norms of average brightness 0.6 cd / m² and below.

6. Additional requirements

6.1 Environmental requirements

Disposal of dismantled materials and raw materials must be in accordance with environmental requirements.

The environmental service contractor must have all the necessary equipment and documents to do this, namely:

- availability of a license for the collection, storage and transportation of hazardous waste,
- availability of special containers for storage of hazardous waste,
- provide acts on the disposal of lamps,
- provide information on the equipment on which the final disposal of mercury-containing lamps has been performed.

The final recycler is an industrial enterprise that carries out the final disposal of hazardous waste, has all the necessary and operational equipment for disposal and the necessary permits for performing this. Typically, such companies use equipment for thermal removal of mercury in the process of their destruction under vacuum, followed by capture of mercury vapor by condensation with liquid nitrogen.

The final recycling contractor must provide confirmation that a NEFCO representative can visit his equipment during the disposal of lamps.

The contractor must provide a certificate (act) for the collection and removal of lamps and provide confirmation from the final recycler that all lamps dismantled under the project have been disposed of properly way.

6.2. Warranty obligation

a) Warranty obligation to perform works on reconstruction and modernization of street lighting networks must be at least 2 years (24 months) from the date of signing the acts of commissioning of the facility and documents in accordance with applicable law when putting into operation the installed equipment. The warranty on lighting devices (fixtures, lamps) mounted within the project should not be less than 5 years.

b) The contractor must provide in the offer a guarantee:

- Compliance of the equipment with the requirements of current and legislative documents of Ukraine.
- Ensuring reliable and trouble-free operation of equipment.
- Providing technical parameters.
- Replacement of equipment (fixtures) that has failed for no more than 14 days inclusive installation / dismantling work.

c) The Contractor shall ensure that the reliability, performance and efficiency of the equipment continue to be consistent with the guarantees issued. At detection in this period of defects in manufacturing of the equipment the Executor eliminates them by own forces and at own expense including installation / dismantle of the established equipment.

6.3 Requirements for permits:

The Tenderer must provide the following supporting documents as part of the proposal:

- (a) Construction license with an Annex to the license stating all the types of work required to carry out the project, namely:
 - installation of external engineering networks, systems, devices and measuring instruments, other equipment (c parts of power supply and lighting).
 - consequence class (responsibility): - CC1 - insignificant consequences.
- (b) Certificate of design engineer;
- (c) Permits for work execution, in accordance with the current legislation of Ukraine.

In case of submitting a proposal from the JVCA:

- the leader of the JVCA must present a construction license with an Annex to the license, which lists all types of work required for the project, namely: installation of external engineering networks, systems, devices and measuring instruments, other equipment (electricity and lighting). Class of consequences (responsibilities): - CC2 - average consequences.
- the leader of the JVCA must present the Permit of the State Labor or its territorial bodies for the performance of high-risk works and for the operation of machines, mechanisms, high-risk equipment.

II. Delivery schedule Equipment and completion of works

The expected date of delivery of the Equipment to the facility is no later than **August 2022**.

The expected completion date is no later than **December 2022**.

Name of Equipment or Related works	Delivery schedule
Development of design documentation with passing the expertise	3 month from the date of signing the Contract
Delivery of materials and equipment	5 months from the date of signing the Contract, but not earlier than the tax exemption will be received
Execution of works and commissioning works	8 months from the date of signing the Contract

Technical specifications and declaration of conformity

Detailed technical specifications will be developed by the Contractor during the development of the design documentation.

When forming a tender offer, it is necessary to be guided by the scope of work and requirements specified in tender documentation.

List No.	Technical specifications *	Declaration of conformity with comments *

	{Tenderers must provide the following information: manufacturer's name, brand, model, "meets" or "does not correspond", and if "does not correspond", then all technical deviations must be clearly defined along with the corresponding line in the specifications. Comments such as "full compliance" are not acceptable. Conformity claims must be confirmed by manufacturer's brochures or legible photocopies. The completed "Technical Specifications and Declaration of Conformity" must be submitted as part of the tender.}	
1	LED fixture	Producer: _____ Country: _____ Model: _____ Completeness: _____ Key features: _____ Compliance: yes / no (these details must be given for all items)
2	AVVG cable 3x4	
3	SIW-5ng 2x25 wire	
4	Piercing clamp	
5	Hook	
6	Anchor clamp	
7	Suspension clamp	
8	Piercing mainstream clamp	
9	Bandage tape	
10	Clip	
11	Overvoltage limiter	
12	Distribution box (TB2)	
13	Metal pole 8 m high with single-horned bracket and materials for foundation	
14	Metal bracket on reinforced concrete poles 1 m	
15	Metal bracket on reinforced concrete poles 0.5 m	
16	Outdoor lighting control cabinet	
17	Outdoor lighting control terminal	
18	The metal accounting cabinet without a meter	
19	Arrangement of dispatch point with computer, monitors, uninterruptible power supply block, software, modem for com-	

	munication, etc.	
20	Materials for installation of protective grounding circuits of electric poles	
21	Materials for installation of re-grounding circuits of PEN conductor	

* Required technical specifications in accordance with employer's requirements.

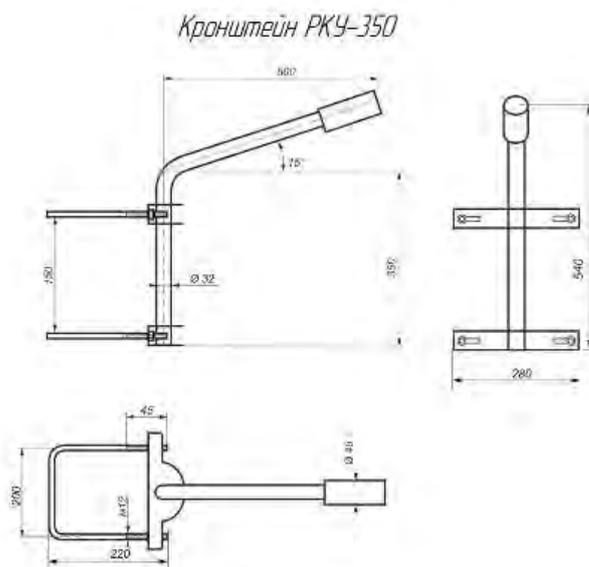
** Required to specify only the list of materials of one set.

Equivalence of standards and norms

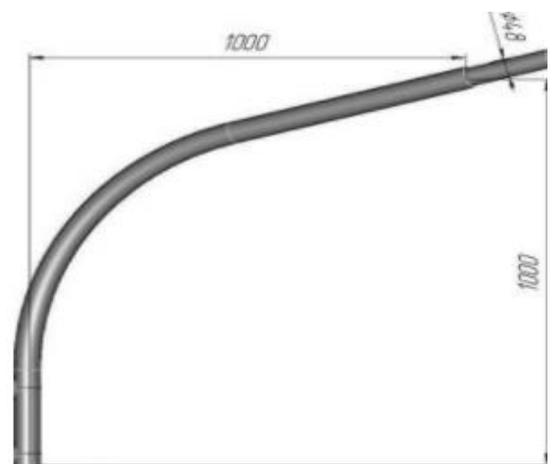
When reference is made in the Technical Specifications to specific standards and regulations to be met by Equipment that supplied, the latest current versions of such standards or regulations shall be used, unless otherwise clearly specified in the Technical Specifications. If such standards are national or specific country or region, other accepted standards that provide substantial equivalence to the standards and norms used must be acceptable.

Drawing

Drawing 1. Bracket *

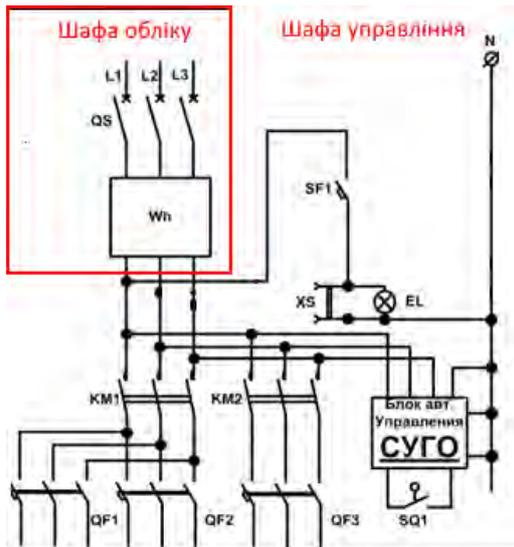


Drawing 2. Head (bracket) *



*Fastening with a bandage tape is allowed

Drawing 3. A typical scheme of the control cabinet for outdoor lighting



Approximate specification of the necessary equipment of the control cabinet:

1. The case metal IP 54 - 1 pc.
2. Voltage control relay 25A - 1 pc.
3. Contactors are electromagnetic, U coils - 220B - 2 pcs.
4. Circuit breaker (nominal according to the load) - 7 pcs.
5. Digital time relay (programmable timer) with power reserve - 1 pc.
6. Overvoltage limiter, 3P - 2 pcs.

Approximate specification of the necessary meter cabinet equipment:

1. The case metal IP 54 - 1 pc.
2. Profile pipe 60x60x2, L = 3m - 1 unit.
3. 3-pole circuit breaker - 1 unit.

Section V. General Conditions of Contract

These General Conditions (GCC), 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 Drawings, 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 1.5 [Contract Agreement].

“Contract Documents” mean 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.

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 Equipment.

1.1.1.5 “Specification” means the document entitled Technical Specification and Statement of Compliance, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Equipment.

1.1.1.6 “Drawings” means the drawings of the Equipment, 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.

1.1.1.9 “GCC” means the General Conditions of Contract.

1.1.1.10 “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 Equipment or the Related Works; and the legal successors in title to each of these persons.

1.1.2.5 "NEFCO" means the Nordic Environment Finance Corporation.

1.1.2.6 "Borrower" means the entity named in the PCC as the borrower or a grant beneficiary or a grantee.

1.1.3 **Money and Payments**

1.1.3.1 "Contract Price" means the price payable as specified in the Contract Agreement, and includes adjustments as may be made in accordance with the Contract.

1.1.4 **Equipment**

1.1.4.1 "Equipment" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the Contract.

1.1.4.2 "Related Works" means the Works incidental to the supply of the Equipment, such as insurance, transportation, designing, installation or supervision of installation, commissioning, training and initial maintenance and other such obligations of the Contractor under the Contract.

1.1.5 **Other Definitions**

1.1.5.1 "Employer's Country" is the country specified in the PCC.

1.1.5.2 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.5.3 "Project Site," where applicable, means the place named in the PCC.

1.1.5.4 Incoterms

(a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.

(b) The Incoterms, when used, shall be governed by the rules prescribed in the edition of Incoterms, specified in the PCC.

1.2 **Communication**

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PCC. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

1.3 **Law and language**

The Contract shall be governed by the law of the country or other jurisdiction stated in the PCC.

The ruling language of the Contract shall be that stated in the PCC.

1.4 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

(a) the Contract Agreement,

- (b) the Letter of Acceptance,
- (c) the Letter of Tender,
- (d) the Particular Conditions,
- (e) these General Conditions,
- (f) the Specification,
- (g) the Drawings, and
- (h) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

1.5 Contract Agreement

The Parties shall enter into a Contract Agreement within twenty-eight (28) days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

1.6 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party.

1.7 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

1.8 Compliance with Laws and the NEFCO policies

The Contractor shall, in performing the Contract, comply with applicable Laws and the NEFCO Policy on Anticorruption and Compliance, the NEFCO Procurement Guidelines and the NEFCO Policy on Prevention of Sexual Exploitation, Sexual Abuse and Sexual Harassment, each as available on NEFCO's website www.nefco.int.

1.9 Inspections and Audit by NEFCO

The Contractor shall permit NEFCO and/or persons appointed by NEFCO to inspect the Project Site and/or the Contractor's (including its subsuppliers, contractors, subcontractors, consultants or subcontractants) accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by NEFCO if required by NEFCO.

The Contractor shall maintain all documents and records related to the Contract in accordance with applicable law but in any case for at least six (6) years from the date of substantial performance of the Contract.

The Contractor shall provide any documents necessary for the investigation of allegations of Prohibited Practices and require its employees or agents with knowledge of the Contract to respond to questions from NEFCO.

2 Prohibited Practices

2.1. NEFCO requires that the Borrower (including the beneficiaries of NEFCO loans), as well as tenderers, suppliers, sub-suppliers, 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 the NEFCO Policy on Anticorruption and Compliance (as defined in Clause 1.8 above), NEFCO:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Abuse" means theft, misappropriation, waste or improper use of property or assets related to the Contract, either committed intentionally or through reckless disregard;
 - (ii) "Coercion" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
 - (iii) "Collusion" means an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;
 - (iv) "Corruption" means meaning the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
 - (v) "Fraud" means meaning any act or omission, including misrepresentation or concealing a material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation;
 - (vi) "Obstruction" means
 - (a) deliberately destroying, falsifying, altering or concealing evidence material to an investigation;
 - (b) making false statements to investigators in order to materially impede an investigation;
 - (c) failing to comply with requests to provide information, documents or records in connection with an investigation;
 - (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a NEFCO investigation or from pursuing an investigation; or
 - (e) materially impeding NEFCO's contractual rights of audit or access to information; and
 - (vii) "Money Laundering" means
 - (a) the conversion or transfer of property, knowing that such property is derived from criminal activity, to conceal and disguise the illicit origin of the property, or assisting any person who is involved in the commission of such activity to evade the legal consequences of this action;
 - (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing such property is derived from criminal activity;
 - (c) the acquisition, possession or use of property knowing, at the time of receipt, that

such property was derived from criminal activity; or

- (d) participation or assistance in any of the activities above; and
- (viii) "Financing of terrorism" means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out terrorist activities (the "terrorist activities" shall have the same meaning as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism).
- (b) will cancel the portion of NEFCO financing allocated to a contract for Equipment or Related Works if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of NEFCO financing during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to NEFCO to remedy the situation;
- (c) may declare a firm/individual 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/individual has engaged in Prohibited Practices in competing for, or in executing, a NEFCO-financed contract; and
- (d) reserves the right, where a Borrower or a firm/individual has been found by a judicial process in any country or a finding by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions, to have engaged in Prohibited Practices
 - (i) to cancel all or part of the NEFCO financing for such Borrower; and
 - (ii) to declare that such a firm/individual is ineligible, either indefinitely or for a stated period of time, to be awarded a NEFCO-financed contract.

2.2. Prevention of Prohibited Practices

The Contractor shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

NEFCO may declare the Contract to be ineligible for financing, and NEFCO may take any of the actions set out in the NEFCO Policy on Anticorruption and Compliance, if in accordance with said Policy NEFCO determines that the Contractor, including its suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Project Site.

2.3 Agreements with third parties

The Contractor shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract, provision are included:

- (a) stating that the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to such agreements and the execution of the Contract; and
- (b) notifying the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, that NEFCO has the right to invoke the NEFCO Policy on Anticorruption and Compliance, including any action set out therein, in respect of allegations of Prohibited Practices with respect to the procurement, award, or execution of the Contract.

3 Eligibility

3.1 The Contractor and its Subcontractors shall have the nationality of an Eligible Country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

3.2 All Equipment and Related Works to be supplied under the Contract and financed by NEFCO shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

4 Notices

4.1 Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.

5 Settlement of Disputes

5.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.

5.2 If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.

5.3. Notwithstanding any reference to arbitration herein,

- (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.

6 Scope of Supply

6.1 The Equipment and Related Works to be supplied shall be as specified in Section IV, Employer's Requirements.

7 Delivery

7.1 Delivery of the Equipment and Completion of the Related Works shall be in accordance with the Delivery and Completion Schedule specified in Section IV, Employer's Requirements. The shipping and other documents to be furnished by the Contractor are specified in the PCC. The documents specified therein shall be received by the Employer before arrival of the Equipment and, if not received, the Contractor shall be responsible for any consequent expenses.

8 Contractor's Responsibilities

8.1 The Contractor shall supply all the Equipment and Related Works included in the Scope of Supply in accordance with GCC 6, and the Delivery and Completion Schedule, as per GCC 7.

9 Contract Price

9.1 Unless otherwise prescribed in the PCC, the Contract Price shall be fixed throughout the duration of

Contract performance.

10 Terms of Payment

10.1 The Contract Price shall be paid as specified in the PCC.

11 Taxes and Duties

11.1 For 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.

11.2 For 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 Equipment to the Employer.

11.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the Employer's Country, the Employer shall use its best efforts to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

12 Performance Security

12.1 If so required in the PCC, the Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract of the amount specified in the PCC.

13 Subcontracting

13.1 The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.

13.2 Subcontracts shall comply with the provisions of GCC 2 and GCC 3.

14 Specifications and Standards

14.1 The Contractor shall ensure that the Equipment and Related Works comply with technical requirements, as specified in Section IV, Employer's Requirements.

15 Packing and Documents

15.1 The Contractor shall provide such packing of the 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 Equipment's final destination and the absence of heavy handling facilities at all points in transit.

15.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Employer.

16 Insurance

16.1 Unless otherwise specified in the PCC, the 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.

17 Transportation

- 17.1 Unless otherwise specified in the PCC, responsibility for arranging transportation of the Equipment shall be in accordance with the specified Incoterms.

18 Inspections and Tests

- 18.1 The Contractor shall at its own expense and at no cost to the Employer carry out all such tests and/or inspections of the Equipment and Related Works as specified in the PCC.

19 Liquidated Damages

- 19.1 If the Contractor fails to deliver any or all of the Equipment, by the date(s) of delivery, or perform the Related Works within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC 24.

20 Warranty

- 20.1 The Contractor warrants that all parts of the 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.
- 20.2 The Contractor further warrants that the 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.
- 20.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Equipment, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months after the date of shipment, from the port, or place of loading in the country of origin, whichever period concludes earlier.
- 20.4 The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 20.5 Upon receipt of such notice, the Contractor shall, within the period specified in the PCC, expeditiously repair or replace the defective 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.

21 Limitation of Liability

- 21.1 Except in cases of gross negligence or willful misconduct:
- (a) 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
 - (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

22 Force Majeure

- 22.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but are not limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3 If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other Party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23 Change Orders and Contract Amendments

- 23.1 The Employer may at any time order the Contractor through notice in accordance with GCC 4, to make changes within the general scope of the Contract.
- 23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.
- 23.3 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

24 Termination**24.1 Termination for Default**

The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:

- (i) if the Contractor fails to deliver any or all of the Equipment and Related Works within the period specified in the Contract;
- (ii) if the Contractor, in the judgment of the Employer, has engaged in Prohibited Practices, as defined in GCC 2, in competing for, or in executing the Contract.

24.2 Termination for Insolvency

The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

Section VI. Particular Conditions of Contract

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

GCC refer-
ence

Particular Conditions of Contract

General Provisions

- 1.1.1.11** “Effective Date” means the date of execution of Contract Agreement by Employer and Contractor, and the submission of Performance Security by the Contractor, whichever is later.
- 1.1.2.2** The Employer is: ***Kreminna City Council***
- 1.1.2.5** Source of funding
- This contract agreement is implemented under the NEFCO Energy Saving Program and is co-financed by the budget of the Kreminna City Council under the grant agreement ESC 8/19 NUÉE between the Nordic Environmental Finance Corporation (Lender) and Kreminna City Council (Borrower) and the Borrower session of the Kreminna City Council dated 23.12.2020 No. 2/26 “On the budget of the Kreminna City Territorial Community for 2021” (as amended) and further - decisions on the budget of the Kreminna City Territorial Community for the respective year.
- NEFCO - Nordic Environment Finance Corporation, an international financial organization established under an agreement between the Nordic countries of Denmark, Finland, Iceland, Norway and Sweden, with its head office at 34 Fabianinkatu, 00100 Helsinki, Finland, which operates in accordance with its statutes and operates in Ukraine on the basis of the Framework Agreement between NEFCO and the Government of Ukraine, ratified by the Law of Ukraine "On Ratification of the Framework Agreement between the Government of Ukraine and the Nordic Environmental Finance Corporation".
- 1.1.2.6** The Borrower/Grant Beneficiary is ***Kreminna City Council***
- 1.1.2.7** The “Project Manager” means the person appointed by the Employer to support the Employer with contract administration and management of contract implementation. The Employer shall notify the Contractor of the delegated duties and authority of the Project Manager within 14 days from the Effective Date. The Project Manager is: ***Makohon Nataliya Mykolayivna, Acting Deputy Mayor of Kreminna city on the activities of the executive bodies of Kreminna City Council, tel. +380506559369, +380645421640, e-mail: krmgorsovet@gmail.com, mahogon16@gmail.com..***
- 1.1.2.8** The “Contractor’s Representative” is a person authorised to receive instructions from Employer and Project Manager on behalf of the Contractor. The Contractor shall submit a name and particulars of Contractor’s Representative to the Employer for consent.
- 1.1.5.1** The Employer’s Country is: ***Ukraine***
- 1.1.5.3** The Project Site is: ***Thorough repair of outdoor lighting networks with the use of energy-saving technologies in Kreminna city, Luhansk region***

1.1.5.4 The version of Incoterms shall be the current edition of Incoterms, published by the International Chamber of Commerce, Paris.

1.3 The governing law is that of: **Ukraine**.

The language for communications is **English and Ukrainian**

The ruling language is **Ukrainian**

1.10 The Employer

1.10.1 The Employer shall provide Project Site and right of access thereto within **the entire term of the contract** from Effective Date.

1.10.2 The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the works.

1.10.3 The Contractor shall comply with all the instructions given by the Employer with respect to the works, including the suspension of all or part of the works.

1.10.4 No approval or consent or absence of comment by the Employer or Project Manager shall affect the Contractor's obligations.

4 Notices

4.1 For **notices**, the Employer's address shall be:

Attention: **Makohon Nataliya Mykolayivna**

Street Address: **13 Druzhby ave.**

Floor / Room number: **2nd floor**

City: **Kreminna city, Luhansk region**

Postal Code: **92905**

Country: **Ukraine**

Telephone: **(06454) 2-33-80**

Facsimile number: _____

Email address: **krmgorsovet@gmail.com**

5.2 The rules of procedure for arbitration shall be as follows:

(a) In the case of a dispute between the Employer and a Contractor which is a national of the Employer's Country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Employer's Country.

(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 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 govern-

ing the Contract.

Notwithstanding any referral of a dispute to arbitration herein:

- (a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Employer shall pay the Contractor any monies due the Contractor.

7.1 The shipping and other documents to be furnished by the Contractor are:

- (i) original and (one) copies of the Contractor's invoice showing the Equipment's description, quantity, unit price and total amount;
- (ii) original and (two) copies of the transport document;
- (iii) original and (two) copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Contractor's warranty certificate;
- (v) inspection certificate, issued by the nominated inspection agency and the Contractor's factory inspection report.
- (vi) copy of the Contractor's invoice, which should provide a full description of the Works performed, and/or other documents as required by the Employer.

7.2 Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Employer a detailed programme of performance of the Contract, made in a form acceptable to the Employer and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and commission the Equipment and Related Works. The program so submitted by the Contractor shall accord with the Time Schedule provided in the Employer's Requirements. The Contractor shall update and revise the program as and when appropriate or when required by the Employer and shall submit all such revisions to the Employer.

7.3 The Contractor shall provide the Employer with a written Health and Safety Policy and a project-specific Health and Safety Plan (the Plan) before the commencement of work. The Plan shall identify all risks specific and relevant to the project and shall provide information explaining how the identified risks will be managed by the Contractor. The Plan shall include details of the Contractor's OHS management system, including the Contractor's plans to manage and monitor the health and safety risks associated with all construction work under its control. The Plan shall be made available to NEFCO prior to the start of Construction.

Every Contractor shall plan, manage and monitor construction work carried out by him or under his control in a way which ensures that, so far as is reasonably practicable, it is carried out without risks to health and safety. In instances where the Contractor is a joint venture, consortium or a similar entity, the Contractor shall coordinate its planning, management and monitoring activities in a manner that will ensure that any overlap does not create any potential risks to third parties.

All work related tasks shall be risk assessed before any work is undertaken. All significant hazards shall be identified and control measures introduced to reduce foreseeable risks of injury and ill health, so far as is reasonable practicable. High regard shall be given

in particular to assess and control the following specific activities and these shall be documented in the Health and Safety Plan;

- Working at Heights;
- Lifting Operations;
- Movement of vehicles and mobile work equipment;
- Ground disturbance and excavations; and,
- Working with and around live electrical conductors.

The Contractor shall ensure that a safe and healthy working environment is provided, and that good international occupational health and safety practice is promoted. The Contractor shall take steps to prevent accidents, injury and disease arising in the course of work by identifying and controlling risks to workers, third parties and affected communities, so as far as is reasonably practicable. The Contractor shall ensure that all staff, labourers and persons entitled to be on site receive the necessary supervision, information, instruction and training to do their jobs in a manner that does not place themselves or third parties at risk. With regard to any unauthorised site visitors, the Contractor shall familiarise itself with, and comply with, any relevant provisions of the Applicable Law. Where appropriate, the Contractor shall provide equipment to minimise health and safety risks and enforce its use.

The Contractor shall carry out a risk assessment to ensure the correct selection of equipment is made for every task. The work equipment shall be in good working condition, designed for the specific task and not improvised in any way. The Contractor shall put in place arrangements for emergency prevention, preparedness and response.

- 8.2 The Contractor shall carry out design to the extent specified, as referred to in Section IV, Employer's Requirements. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.
- 8.3 The Contractor shall remain responsible for his design under this Clause, which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

10 Terms of payment

10.1 The terms of payment shall be as follows:

The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

- (a) Payment for Equipment shall be made in **euros without VAT** in the following manner:
- (i) Advance payment: Ten (20) percent of the Contract Price shall be paid within sixty (60) days of signing the Contract, completion of the design documentation and passing the expertise, after submitting

the original certificate of opening an account for payments and a bank guarantee of the contract in a form acceptable to the Employer. The advance payment may be paid no earlier than the Contractor's VAT exemption of the grant in accordance with the requirements of the Resolution of the Cabinet of Ministers of Ukraine (CMU) dated 15 February 2002 No.153 "On the establishment of a single system for attracting, using and monitoring international technical assistance" and Resolution of the Cabinet of Ministers dated August 14, 2019 No.745 "On Amendments to the Resolution of the Cabinet of Ministers of Ukraine of February 15, 2002 No.153";

(ii) On shipment: Sixty (60) percent of the Contract price for the delivered Equipment and performed Related works, which are confirmed by the Contractor's relevant invoices approved by the Customer and delivery-acceptance certificates in accordance with the price schedules according to Annex № ___ to the Contract Agreement, shall be paid within sixty (60) days documents confirming the delivery of the Equipment, as well as the performance of relevant Related Works for a total amount of not less than 100% of the contract value of the Equipment; and

(iii) On acceptance: Twenty (20) percent of the Contract Price shall be paid within sixty (60) days after testing and commissioning of the Equipment, as confirmed by the relevant Contractor's invoices approved by the Employer and acceptance certificates in accordance with the price list in accordance with Annex № ___ to the Contract Agreement.

Fees by correspondent banks

Each payment of the grant may be received by the Contractor less the fee for the transfer of payment, which is withheld by the bank directly from the amount of payment. The contractor is obliged to pay all fees of correspondent banks in connection with each payment.

12 Performance Security

12.1 A Performance Security *shall* be required.

If a Performance Security is required, the amount of Performance Security as a percentage of the Contract Price shall be *five (5) percent of the Contract Price*.

12.3 If a Performance Security is required, the currency shall be: *euro equivalent with payment in hryvnias at the NBU exchange rate on the day of the corresponding guarantee payment*.

If required, the Performance Security shall be in the form of an unconditional bank guarantee.

12.4 Discharge of Performance Security shall take place:

After delivery and acceptance of the Equipment and Related Works, the performance security shall be reduced to **two (2) percent** of the Contract Price to cover the Contractor's warranty obligations for 12 month. The Contractor shall provide security for the performance of the reduced security contract no later than 14 days after the delivery and acceptance of the Equipment and related works.

15 Packing and Documents

15.2 The packing, marking and documentation within and outside the packages shall be: *factory original packaging, with preservation of all protective wrappers and packing. The factory packaging must be accompanied by passports or other technical documentation for equipment or machinery. Proper registration of the factory warranty in the technical passport on the relevant pages, with the definition of the mandatory date of delivery or sale.*

16 **Insurance**

16.1 Not required.

18 **Inspection and tests**

18.1 The inspections and tests shall be:

Preshipment inspection: *Technical control department of the manufacturer*

Final acceptance: *Employer and technical supervision engineer*

18.2 The inspections and tests shall be conducted at: site or, if necessary, in the appropriate laboratory

19 **Liquidated Damages**

19.1 The liquidated damage shall be: 0.5% (zero as much as five tenths of a percent) per week.

The maximum percentage of liquidated damages shall be: 10 (ten) %

20 **Warranty**

20.3 The period of validity of the warranty shall be **12 (twelve)** months from the date of the acceptance certificate signed by Employer.

The Contractor shall promptly correct, at no cost to the Employer, any defect in any Equipment or parts repaired or replaced pursuant to GCC 20.3, 20.4 and 20.5 above, upon receipt of a written notice of defect within 12 months of the acceptance of the repaired or replaced Equipment or parts.

20.5 The period for repair or replacement shall be: **30 (thirty)** days.

Section VII. Contract Forms

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

1. LETTER OF ACCEPTANCE

[on the letterhead 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 *[in-*
sert amount(s) in figures and words and name(s) of currency], as corrected and modified in accord-
 ance 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]* within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section VII, Annex to the PCC - Contract Forms.

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

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

The Employer and the Contractor agree as follows:

1. In this Contract 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 Contract Agreement. This Contract Agreement shall prevail over all other Contract documents, which shall apply in the following order;
 - (a) the Letter of Acceptance,
 - (b) the Letter of Tender,
 - (c) the Amendments to Tender documents No.s *[insert numbers of amendments if any]*.,
 - (d) the Particular Conditions,
 - (e) the General Conditions,
 - (f) the Specification,
 - (g) the Drawings, and
 - (h) 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 the Equipment and Related Works 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 Equipment and Related Works and the remedying of defects therein, the Contract Price or such other sum as may be-

come payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Contract Agreement to be executed in accordance with the laws of *[governing law in accordance with the PCC]* 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 Equipment and Related Works] 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 words¹] such sum being payable in the types and proportions of currency 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]

¹ The Bank shall insert the amount(s) specified in the PCC and denominated, as specified in the PCC, either in the currency of the Contract or a freely convertible currency acceptable to the Employer.

² Dates established in accordance with GCC 7.1, taking into account any warranty obligations of the Contractor under PCC 12.4 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."