



## Invitation to Bid

UNDP Ukraine Case ITB UKR/2010/006

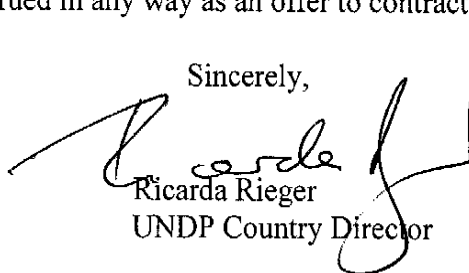
**Date: July 02, 2010**

Dear Sir/Madam,

**Subject: Reconstruction of local system of heat supply at regional hospital of Oleksandria village in Rivne region.**

1. We hereby solicit your bid for the supply of following goods and works.  
Equipment, materials and installation works as specified in Terms of Reference (Annexes V-VI)
2. To enable you to submit a bid, please find enclosed:
  - Annex I. Instructions to Bidders
  - Annex II. Bid Data Sheet
  - Annex III. General Terms and Conditions
  - Annex IV. Special Conditions
  - Annex V. Schedule of Requirements
  - Annex VI. Technical Specifications and Bill of Quantity
  - Annex VII. Evaluation criteria and methodology
  - Annex VIII. Bid Submission Form
  - Annex IX. Price Schedule
  - Annex X. Bid Security Form
  - Annex XI. Performance Security Form
  - Annex XII. Forms re Bidders General Information
  - Annex XIII. Declaration by Bidder and Disclosure Requirement
3. Interested Bidders may obtain further information at the following address:  
procurement@undp.org.ua
4. Bids must be delivered to the above office on or before 16:00 hours Kiev time, on August 2, 2010.  
Late bids shall be rejected.
5. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at the address of UNDP at 16:30 hours (Kiev time) on August 2, 2010.
6. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,



Ricarda Rieger  
UNDP Country Director

## INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of goods to UNDP Ukraine.

2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.

3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity (further UNDP Ukraine) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the UNDP Ukraine in writing to the address: [procurement@undp.org.ua](mailto:procurement@undp.org.ua) no later than **COB July 9, 2010**. The responses (including an explanation of the query but without identifying the source of inquiry) will be posted at UNDP Ukraine website at the page of tender ITB UKR/2010/005 no later than **COB July 13, 2010**.

6. **Amendments of Solicitation Documents:** No later than two weeks prior to the Deadline for Submission of Bids, the UNDP Ukraine may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP Ukraine may, at its discretion, extend the Deadline for the Submission of Bids.

### C. Preparation of Bids

#### 7. Combined proposal

For implementing the contract works, the Bidder may create a consortium or sub-contract other companies. In case of consortium, relevant agreement should be included into the Proposal. The Bidder should be the leader of the consortium and must have the authority to decide on all issues of binding character on behalf of all consortium members. Proposal submitted on behalf of the consortium must include corresponding consortium agreement.

#### 8. Visit to installation site

To obtain the necessary background information, Bidder may attempt the arranged visit to the site. The purpose is to facilitate the preparation of proposals and answer possible questions to technical specifications and tender procedures. The visits will be organized by Rivne City Municipality and CJSC "ESCO-Rivne", and to them will attend the Project Manger to clarify questions, and UNDP Ukraine Project PIMS 3056 CC FSP (Project Title: Removing Barriers to Greenhouse Gas Emissions Mitigation through Energy Efficiency in the District Heating System, Phase 2), staff members to take the minutes, which will be distributed in the following days among the assistants.

**The on-site visit is scheduled on Thursday, July 15, 2010 at 12:00 hours local time at the address:**

Communal Energy Service Company in the City of Rivne "ESCO-Rivne"

4-A/6-A, Getmana Mazepy Str., Suites 410-412

Rivne, 33028

Ukraine

**Interested Bidder must confirm their participation by COB July 13, 2010 to the following e-mail:**  
[procurement@undp.org.ua](mailto:procurement@undp.org.ua).

All Bidder's costs related to the visit should be born by Bidder in full.

## **9. Language of the Bid:**

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the UNDP Ukraine shall be written in the language indicated on the Bid Data Sheet.

## **10. Documents Comprising the Bid:**

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexes V, VI and IX and clause 13 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 11 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted;
- (d) documentary evidence established in accordance with clause 12 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

## **11. Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's (UNDP Ukraine) satisfaction:

- (a) general description of the company;
- (b) in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- (c) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

Documents to be presented

- Copies of acting statutory documents (charter and foundation agreement (if any)), certificate of registration or other documents confirming legal status, registration and main place of business of Bidder;
- Copies of applicable licenses and permissions for construction and installation works issued by Ukrainian authorities;
- Written power of attorney of the signatory of the Bid to commit the Bidder (if not authorized by the charter).
- Bidder's Bankers references, and authority to seek for financial information.
- Information regarding any litigation, current or during the last 5 years in which Bidder has been involved, the parties concerned and the disputed amounts that may have a material impact on the financial statements of the Bidder according to auditor's conclusions.
- Bidder shall provide documents to assure that the offered equipment and materials are new (Letters of Equipment Manufacturers or Authorized Commercial Representatives in Ukraine or Certificates of quality).
- Confirmation from the manufacturer directly or its Authorized Commercial Representative in Ukraine, stating their commitment to cover the full offered warranty period.
- Financial Statements (Balance Sheet and Income Statement) for 2009 and 2008.

**Mandatory information tables to be filled by the Bidder are presented in the Annex XII.**

Failure in providing the above documentation may imply the rejection of the Bid.

Management and resource plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Bidder's present activities, including activities in Ukraine. It should focus on services related to the Bid.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the UNDP Ukraine.

This should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder's current capabilities/facilities and any plans for their expansion.

## Proposed methodology

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

It is mandatory that the Bidder's Bid numbering system corresponds with the numbering system used in the body of this ITB. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Bid/response.

Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

Bid should contain tentative work plan for the contract works. Detailed work plan must be submitted in case of contract award to the Bidder and will become an integral part of the contract.

**Mandatory information to be provided by the Bidder in terms of this point is requested in Annex XII.**

### **12. Documents Establishing Goods' Conformity to Bidding Documents:**

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding 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 goods;
- (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 goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

### **13. Bid Currencies/Bid Prices**

All prices shall be quoted in US dollars or in local currency (UAH, Ukrainian Hryvnias). The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract. During evaluation Bid in hryvnias will be calculated based on the price in USD using UN operating exchange rate (UNORE) at the moment of proposal submission deadline (currently 7.89 UAH per 1 USD).

Proposal from the local company can be nominated in local currency (UAH, hryvnya) clearly indicating Value Added Tax (VAT).

Contracts with non-US companies can be denominated in European currency (EUR, Euros). Price of the Bids in Euros will be calculated based on the price in USD using UN operating exchange rate (UNORE) at the moment of proposal submission deadline (currently 0.811 EUR per 1 USD).

The Bid for the equipment and materials supply contract for the CHP construction and installation should include the total price, price breakdown, copies of licenses and permissions for design works, general description of the company and conformation to the qualifying requirements, pointed in the Section 6. The Purchaser, UNDP Ukraine, as United Nations Development Programme has exemption from all taxes, duties or charges of similar nature. The Bidder, has to quote all its proposal including VAT. The VAT shall be returned to UNDP.

### **14. Period of Validity of Bids:**

Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the UNDP Ukraine pursuant to clause 18 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 22 of Instructions to Bidders. In exceptional circumstances, the UNDP Ukraine may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

### **15. Bid Security:**

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount equal to USD 3 000.

(b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 15(g) below.

(c) The Bid Security shall be denominated in the currency of the Bid or in a freely convertible currency and shall be in one of the following forms:

i. bank guarantee or irrevocable letter of credit, issued by a reputable bank or insurance company located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,  
ii. cashier's cheque, or certified cheque.

(d) Any Bid not secured in accordance with Clauses 15 a) and 15 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 22 of Instructions to Bidders.

(e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 14 of instructions to Bidders.

(f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 28 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 29 of Instructions to Bidders.

(g) The Bid Security may be forfeited:

1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,

2) In the case of a successful Bidder, if the Bidder fails:

- i. to sign the Contract in accordance with Clause 28 of Instructions to Bidders, or,
- ii. to furnish Performance Security in accordance with Clause 29 of Instructions to Bidders.

#### **D. Submission of Bids**

##### **16. Format and Signing of Bid:**

The Bidder shall prepare three copies of the Bid (one original and two copies), clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

##### **17. Sealing and Marking of Bids:**

17.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall:

(a) The outer envelope shall:

- addressed to the Purchaser –

**UNDP Ukraine**

**ITB UKR/2010/006 Reconstruction of local system of heat supply at regional hospital of Oleksandria village in Rivne region."**

**1 Klovsky Uzviz,  
01021 Kiev  
Ukraine**

and,

(b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE August 2, 2010 16:00 local time", to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 18 of Instructions to Bidders.

17.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

17.4 If the outer envelope is not sealed and marked as required by clause 17.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

## **18. Deadline for Submission of Bids/Late Bids:**

18.1 Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents

18.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

**19. Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the UNDP Ukraine prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

## **E. Opening and Evaluation of Bids**

### **20. Opening of Bids:**

20.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified here below. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

**The public opening of the Bids will take place on August 2, 2010 at 16:30 hours Kiev time at the Purchaser address: UNDP Ukraine, UN House, 1 Klovsky Uzviz, 01021 Kiev, Ukraine**

20.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 22 of Instructions to Bidders.

20.3 Bids (and modifications sent pursuant to clause 19 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

20.4 The Purchaser will prepare minutes of the Bid Opening.

### **21. Clarification of Bids:**

To assist in the examination, evaluation and comparison of Bids the UNDP Ukraine may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

### **22. Preliminary Examination:**

22.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

22.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

22.3 Arithmetical errors will be rectified on the following basis: 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. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

22.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **23. Conversion to Single Currency:**

To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate (UNORE) on the last day for Submission of Bids.

**24. Evaluation of Bids:**

Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence. The evaluation team shall apply Evaluation criteria and methodology specified in the Annex VII herein.

**F. Award of Contract**

**25. Award Criteria:** The UNDP Ukraine will Issue the Contract to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

**26. Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 20 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**27. Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Contract. The Contract may only be accepted by the Supplier's signing and returning an acknowledgement copy of it. Acceptance of this Contract shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Contract.

**28. Signing of the Contract:** Within 5 (five) days of receipt of the Contract the successful Bidder shall sign, date and return it to the purchaser.

**29. Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided by UNDP Ukraine, with the signed Contract.

Failure of the successful Bidder to comply with the requirement of clause 28 or clause 29 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

## BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders		
Language of the Bid	Either of the marked: <input checked="" type="checkbox"/> English		
Bid Price	The prices quoted shall be as per following INCOTERMS 2000 and place: <input type="checkbox"/> FOB <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input checked="" type="checkbox"/> DDU <input type="checkbox"/> DDP Place: regional Hospital of Oleksandria village in Rivne region		
Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> Required. <input type="checkbox"/> Not required.		
Bid Validity Period.	<input checked="" type="checkbox"/> 120 days		
Bid Security	<input checked="" type="checkbox"/> Required. <input type="checkbox"/> Not required.		
Preliminary Examination – completeness of bid.	<input type="checkbox"/> Partial bids permitted. <input checked="" type="checkbox"/> Partial bids not permitted.		
Purchaser's Right to Vary Requirements at Time of Award	<input checked="" type="checkbox"/> 20 percent, increase or decrease	<input type="checkbox"/> Condition waived	<input type="checkbox"/> Condition applies but change limit to ..... percent.
Compliance with any other clause required?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> If yes, specify:		
	(When required this space may also be used to enter a modified version of any of the above data.)		



## General Terms and Conditions

### 1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### 2. PAYMENT

- 2.1.1 UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Contract.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Contract, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Contract, and such invoice must indicate the Contract's identification number.
- 2.1.4 The prices shown in this Contract may not be increased except by express written agreement of UNDP.

### 3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Contract.

### 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Contract, the Supplier shall obtain any export licences required for the goods.

### 6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Contract and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Contract; payment for goods pursuant to this Contract shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Contract does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Contract, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Contract without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Contract, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Contract, or any part thereof, or any of the Supplier's rights or obligations under this Contract.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Contract by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

## **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Warranty/Guarantee		
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply		If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
Liquidated damages		
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply		If the Supplier fails to supply the specified goods within the time period(s) stipulated by the Contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract
Performance security		
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply		a) Within 30 days of receipt of the Contract from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Contract Value. b) The Performance Security shall be valid until a date 12 months from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the UNDP Ukraine. c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e) The Security will be returned to the Supplier within 30 days of completion of the Contract, including any warranty obligation.
Compliance with any other condition(s) required?		
<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply		

(This space is also used to enter a modified version of any of the above Special Conditions.)

## SCHEDULE OF REQUIREMENTS

This ITB is for the procurement of equipment and materials with installation works for Reconstruction of local system of heat supply at regional hospital of Oleksandria village in Rivne region.

Type of works
<b>1-st stage: Design works and site exploration</b>
<ul style="list-style-type: none"> <li>• Obtaining of all necessary permissions</li> <li>• Detailed Design development</li> <li>• State expertise of Design documentation</li> </ul>
<b>2-nd stage: Supply of Equipment</b>
<ul style="list-style-type: none"> <li>• Supply of main heat generating equipment</li> <li>• Supply of auxiliary equipment</li> <li>• Supply of equipment and materials for external heating networks replacement</li> </ul>
<b>3-rd stage: Construction and installation works</b>
<p><b>Reconstruction of boiler plant building</b></p> <ul style="list-style-type: none"> <li>- painting with cement-lime mortar;</li> <li>- filling-up walls and ceilings with mineral putty;</li> <li>- painting inside premises chalky on plaster;</li> <li>- arrangements of the bedding concrete layers;</li> <li>- installing doors and widows;</li> <li>- arrangement of the floor with ladder;</li> <li>- painting and decorating;</li> <li>- arrangement of holes for gas ducts;</li> </ul> <p><b>Installation of main and auxiliary equipment</b></p> <ul style="list-style-type: none"> <li>- technological systems installation, labor safety and control systems;</li> <li>- installation of the new heat generating equipment;</li> <li>- installation of auxiliary equipment;</li> <li>- installation of internal pipeline and cabling systems, etc.</li> </ul> <p><b>Replacement of existing external heat network</b> including replacement of existing pipelines for pre-insulated pipelines:</p> <ul style="list-style-type: none"> <li>- dismantling of the existing pipes and trays;</li> <li>- installation of pre-insulated pipes.</li> </ul>
<b>4-th stage: Start up and commissioning</b>
<ul style="list-style-type: none"> <li>• Start up works and commissioning</li> <li>• Eco-technological tests</li> <li>• Territory recovery and gardening</li> <li>• Staff training</li> <li>• Technical report preparation; drafting and filing of relevant documentation</li> </ul>
<p>Note: * The scope of supply and works specified herein shall include but not be limited to the list of works and equipment. The scope of supply (name and quantity of the required items) is provided in the Annex VI – Technical Specifications and Attachment 1 thereto. Limits of supply are specified in section 5 thereof.</p>

All equipment and materials are to be supplied DDU regional Hospital of Oleksandria village in Rivne region (INCOTERMS 2000). All works hereunder are to be completed within 12 weeks after contract commencement date.

## TECHNICAL SPECIFICATIONS

### 1. ACTUAL TECHNICAL CONDITION

There are eight buildings located on the territory of Regional Hospital of Oleksandria village. The buildings of the regional hospital are two or three storied. An outpatient and maternity departments are located in the three storied buildings. The Hospital is designed for 192 beds and provide services for Oleksandria and bordering villages.

The hospital heat supply system is centralized, coming from the boiler plant, which is located on the territory of the regional hospital. The heat generating equipment includes unserviceable gas boilers.

Two gas boilers “НИИСТУ - 5” with total capacity of 1200 kWt are installed and placed in operation in 1990. Gas consumption - 195 m<sup>3</sup> per 1 Giga calorie, efficiency 50-70%. Annual gas consumption – 299 520,0 m<sup>3</sup>.

Heat carrier is 95-70 °C water. Circulation of heat carrier is forced. Buried heat supply network are made of steel pipes and laid in the heat-extraction channels to the hospital premises with total length of 250 m. Heat supply network is in emergency condition due to operation over life term without any maintenance. Depreciated heat generating equipment and supply network provide poor quality heat supply services. Due to defective pipelines isolation and frequent ruptures of the heat supply network during heating season essential heat carrier losses and boiler operation brake occur. Resulting in normal thermal conditions breach.

Reconstruction of the heat generating equipment and heat networks is recommended, including implementation of the energy efficient measures related to optimal performance of the boiler plant equipment and heat networks.

### 2. INITIAL PROJECT INFORMATION

Regional hospital buildings need all day heat supply for hot water, ventilation and heating. In order to solve these problems and within the frames of the project 00048250 PIMS 3056 CC FSP “Removing barriers to greenhouse gas emissions mitigation through energy efficiency in the district heating system, Phase 2”, “ESCO-Rivne” company has developed a project for the boiler plant reconstruction and its equipment with modern energy efficient gas boilers (efficiency 93-96%) with automatics (2 boilers with total capacity 620kWt). Besides, pipe reinstallation is suggested for the completion of the heat supply system reconstruction.

### 3. SITE CONDITIONS

#### 3.1 Phisicogeographic and climatic characteristics of the area.

The relief of terrain is flat.

Climate – temperate continental.

Relative air humidity per year – 75%.

Average rainfall amount – 596 mm.

Minimum winter temperature – 21 °C,

Average winter temperature – 0,5°C.

#### 3.2 Site location on the general plan.



### **3.3. Geological and meteorological conditions.**

Conditions should be performed in the volume, required for the design and reconstruction of the boiler plant.

### **3.4. Electrical part.**

Transformer substation “ЗТП-404” supplies power to the heat generating equipment. It is located on the territory of the hospital.

### **3.5. Gas supply.**

Natural gas is supplied to the heat generating equipment via acting high pressure gas pipeline. Gas quality complies with the quality certificate of natural gas.

### **3.6. Water supply.**

Water is supplied from the water tower, via pipes d 100. Water is piped into the boiler plant building. Water properties comply with the State domestic water Standard.

## **4. SCOPE OF SUPPLY.**

### **4.1. Scope of supply.**

**4.1.1. The Bill of quantity for supplied equipment is enclosed in Appendix I hereto.**

**4.1.2. Consumables, spare parts and tools.**

- all consumables, spare parts and tools required for operation of the equipment during the warranty period (one year) shall be included to the scope of supply.

- standard set of spare parts for each piece of equipment recommended by the manufacturer.

**Equipment and materials, items and structures required for proper and safe boiler plant operation pursuant to efficient regulations are not specially listed in the technical specifications, however they shall be included to the scope of supply.**

### **4.2. Works and services.**

**4.2.1. Detailed design.**

Terms of reference for project design works shall be worked-out by the Contractor and approved by the Engineer.

Detailed design shall be fully developed by the Contractor and approved by the Engineer pursuant to provisions of effective Ukrainian regulations and rules.

Detailed design shall cover the following areas:

- Architectural and construction part;
- Heat generating part (main and auxiliary equipment);
- Electricity, power electrical equipment and lighting;
- Control system and parameter controlling system, Instrumentation and Control system;
- Ventilation and heating;
- Water supply and sewerage;
- EIA (Environment Impact Assessment);
- Other sections, pursuant to effective Ukrainian rules and regulations.

**4.2.2. Emergency situations.**

The Project shall provide for precautions which implementation excludes the possibility of emergency cases on site.

Contractor shall deliver the operational manuals for all modes of operation including emergency.



#### **4.2.3. Permits.**

Contractor shall receive all the permits of the authority institutions pursuant to the Ukrainian requirements in force.

#### **4.3. Installation works.**

Installation of the main process equipment, installation of the engineering support and auxiliary equipment, including equipment and materials required for installation works, as well as all types of work related to the external supplying networks (gas, water, sewerage, heating, electrical power systems, communications), their laying, repair and upgrade shall be performed by the Contractor following the project designed.

The scope of work shall also include dismantling of the internal cabling, and the old window and door units, lighting and alarm units. Garbage disposal shall be liability of the Contractor.

**Heat engineering part.** The works shall include installation of the required heat generating and ancillary equipment inside the boiler plant premise;

**Electricity.** The works shall include installation of the electric grid and connection to the transforming station shall be done by the Contractor;

**Instrumentation and Control (I&C) System.** The works shall include installation of the I&C System required for the safe and regular operation of the boiler plant shall be done by the Contractor;

**Water supply and sewage.** Arrangement of water supply and sewage in the premise of the boiler plant shall be performed by the Contractor pursuant to effective Ukrainian regulation and rules:

- Construction regulations and rules 2.04.01-85 «Internal water piping and sewage of the buildings» (СНіП 2.04.01-85 «Внутрішній водопровід і каналізація будівель»);
- Construction regulations and rules 2.04.02-84 «Water supply. External network and facilities» (СНіП 2.04.02-84 «Водопостачання. Зовнішні мережі і споруди»);
- Construction regulations and rules 2.04.03-85 «Sewage. External network and facilities» (СНіП 2.04.03-85 «Каналізація. Зовнішні мережі і споруди»).

Pursuant to the requirements of quality and quantity of the supplied water and features of the sewage water, the following are expected for the designed site:

- water tower located on the hospital territory shall be the source of the potable water;
- fire tank shall be the source of water for fire line;
- return circulated water be the source of water for hot water supply;
- domestic sewage shall be made via local sewerage system.

**Space heating and ventilation.** Requirements for natural exhaust ventilation shall be met. Heating of the premise shall be done using return circulated water from the heat supply system.

**Gas supply.** The works shall include feeding-in the gas pipeline.

#### **4.3.3. Start-up works and putting into operation.**

Works shall be performed by the Contractor pursuant to approved order, efficient rules and regulations of Ukraine.

#### **4.3.4. Equipment certification.**

All types of equipment shall be certified to be put into operation in Ukraine pursuant to effective rules and regulations.

#### **4.3.5. Fire safety**

The boiler plant fire alarm system shall ensure the alarm signal is directed to the operator's room.

#### **4.3.6. Environment protection**

Environmental impact after the boiler plant renovation shall be local and shall not exceed standard value for such activity.

The monitoring of compliance to the standard value for air pollution at the boiler plant shall be performed by special authorized organizations. Monitoring frequency shall be defined by schedule approved by the Utility management and environment authorities.

Boiler plant erection shall not change nature relief, hydrological regime of underground water providing all environmental protection measures designed in project are fully complied with.

Limits of noise emissions shall not exceed Ukrainian standards specified by National statutory act on labor protection 0.03-3.14-83 № 3223-85 (“ДНАОП-0.03-3.14-83 № 3223-85”) and National industrial standard 12.1.003-83 with updates (“ДОСТ 12.1.003-83 зі змінами”). Equipment shall not cause vibration, specific electrical and electromagnetic fields, impact on fauna, flora, human.

#### **4.3.7. Outside heat supply network**

Laying of the outer heat supply network shall be performed by the Contractor.

## 5. LIMITS OF SUPPLY

The scope of supply shall be limited by equipment, materials and works listed in Appendix I herewith. The following items shall be **excluded from the scope of supply**:

- All works related to the service maintenance of the main and auxiliary equipment after expiration of the warranty;
- Supply of the spare parts, aggregates, auxiliary equipment and consumables that are not covered by the project and upon warranty expiry.

## 6. REQUIREMENTS TO THE PROCESS EQUIPMENT

### Heat generating equipment

It is advised to take two boilers, 310-350 kW each, as main heat generating equipment to cover calculated heating loads. Their features are to meet technical requirements specified in the Table 1 below.

*Table 1*

**Technical characteristics of the boiler, 310kW**

No	Name, unit measure	Numeric value of parameter by normal conditions
1	Nominal thermal efficiency, kcal/h	266600
2	Fuel type	Natural gas pursuant to State standard 5542
3	Water temperature - at the input no less than - at the output not higher than	50 95
4	Electricity consumption, W	250
5	Coefficient of efficiency, %	94
6	Maximal operating pressure, MPa	0,4
7	Boiler's capacity, l	461
8	Gas consumption, m <sup>3</sup> /h	36,5

### Network equipment

Network group of the boiler plant includes:

- network circulation low-noise pumps;
- heating system;
- boiler's circuit;
- pumps for each boiler.
- Hydraulic coupling on the network pipelines for hydraulic outcome of pipelines of the boilers' circuits and heating system's circuits;
- Membranous tanks with capacity of 50 and 500 litres for compensation of thermal spreading in heat and water supplying systems;
- Mixing valves for keeping target parameter of heat carrier in the heating system.

### Charging group

It is suggested that a nod shall be used for heating system charging. It shall consist of a cold water meter, mesh filter and ball valves. Demineralized water shall be used for charging.

### Water conditioning equipment

In order to support a long-term operation of boilers and equipment water with the following properties shall be used:

- carbonate hardness (no more than) - 400 mcg-equiv/l;
- dissolved oxygen concentration (no more than)- 50 mcg/kg;
- suspended matters concentration (no more than)- 5 mg/kg;
- pH parameter no less than 7;
- presence of free carbon acid is not allowed,

It is suggested to use complex water preparing device (with capacity of 0,8 m<sup>3</sup>/h and feed quality level complying with the State standard 2874-82 (domestic water)) to treat charging water for boilers.

The device shall be equipped with:

1. Filter tank RT-8x17 (cylindrical balloon, made of fiberglass);
2. Automatic controller with timer device;

3. Saline filter body (H-17);
4. Filling compound (ion exchange resin).

The device should be fully automatic and work in two modes: filtering mode and regeneration. Regeneration shall be done once in three days automatically. Water flow for regeneration shall make 0,8 m<sup>3</sup>/h. Chemical agent for regeneration shall be saline (NaCl). Saline expenditure – 0,5 kg/day. Life cycle of cation resin makes 5-9 years. Energy consumption of the device – 220-250 V, frequency – 50 Hz, operating pressure - 2,0-2,5 atm.

Reaction of replacement of Ca ions for Na ions shall take place in the process of regeneration that ensures absence of deleterious wastes in the sewage system.

Domestic water network shall supply water for boilers.

#### **Combustion gases venting**

Venting of combustion gases from each boiler shall be done via chimneys made of stainless steel, 0,6mm thick and 200mm in diameter. High of pipes above the roof shall be 20,0m. Outer part of chimneys shall be made of thermally insulated pipes with double wall (200/260mm).

Existing chimneys shall be used. The high and diameter of chimneys are enough for venting of combustion products and dispersion of harmful substances into the atmosphere.

#### **Pipelines**

Boiler plant pipelines are to be made of steel electric-welded pipes pursuant to the State standard 10705-80. Pipelines shall be installed straight along the boiler's construction and on the hangers, drain pipes are underlaid in the channels, all the pipelines shall be connected by means of welding and by means of steel collars or coupling fittings. There are designed air inlets at the highest points of pipelines and drain units with outlet to the sewage system at the lowest points.

Preferably stop and regulating valves shall be installed in places suitable for maintenance.

Pipelines, which may have surface temperature exceeding 45°C under the normal operation, shall be thermally isolated. Conventions of pipe, transmitted substance and flow direction shall be painted on the surface of pipelines' thermal isolation, pursuant to provisions of "Rules of installation and safe operation of water and steam pipelines" ("Правила устройства и безопасной эксплуатации трубопроводов пара и воды"). The surface of non-insulated pipelines shall be painted in relevant color. Conventions of the substance and its flow direction shall be painted over the dye.

Effluent and drain pipelines shall be drawn into the cooling tanks.

#### **Thermal isolation**

The project shall provide for thermal isolation of pipelines, gas conduits and equipment with a view to reduce unproductive heat losses, protect the operating staff from burns and equipment from corrosion due to condensation.

Pipeline section running through the boiler building shall be isolated by paint with thermo isolating features. Gas conduits and boilers' chimneys shall also be isolated by putting special paint with thermo isolating characteristics.

#### **Heat generating equipment efficiency control**

It is suggested to install a centralized control system which shall regulate heat carrier's temperature running through the heat supplying system. The system of heat energy control shall depend on the atmospheric temperature - so-called "weather adjustment" and comply with standards of energy saving.

## **7. OPERATIONAL SPECIFICATIONS**

Operational start-up and load properties shall be included to the Bidder's proposal (bid set). Indicated operational properties of the main equipment shall be presented with reference to properties stated by manufacturer.

Minimum operating life and time period to overhaul shall be indicated in hours exceptionally on the basis of Manufacturer's information stated in the documentation for main equipment.

## **8. IMPACT ON ENVIRONMENT**

Decrease in gas consumption will result in air contaminant emissions reduction.

Currently operated heat generating equipment is obsolete with efficiency below 70 %. Its change to new energy efficient one along with elimination of heat losses in the supply network will result in gas saving.

Expected annual gas saving will amount to 133,120 m<sup>3</sup> (=299,52-166,4).

Hence reduction in exhaust gases emissions is expected as specified in the below table:

*Table2*

### **Exhaust gases emissions reduction**

Contaminant name	Annual emission reduction
NO <sub>x</sub>	0.025
CO	0.066
CH <sub>4</sub>	0.004
CO <sub>2</sub>	258,9

## 9. STANDARDS, CODES AND CERTIFICATION OF EQUIPMENT

9.1. All main equipment and ancillaries shall be designed pursuant to the applicable Ukrainian standards, rules and regulations.

9.2. Certification of equipment pursuant to rules and regulations of Ukraine shall be provided by the Supplier if required.

9.3. All hardware and hardware environment are to be certified in Ukraine.

9.4. Contaminant emissions level shall comply with Ukrainian rules and standards.

## 10. WARRANTY

10.1. Minimum warranty period for entire gas boiler plant shall be 1 year from date of acceptance by State Acceptance Board Commission. The warranty shall oblige the Contractor to fix and repair all faults of the equipment and materials covered by supply volume, including software, identified during warranty period without charging the Purchaser. This warranty shall cover the replaced or repaired parts as well since the date they are repaired or replaced.

10.2. System operation shall be evaluated when putting it in commission.

10.3. In case of any malfunctions, defects, imperfections, shrinkages or other faults of any equipment included into the scope of supply the Contractor shall repair and recover all such malfunctions, defects, imperfections, shrinkages or other faults at his own expense without charging additional payment(s). The Contractor shall cover all the expenses born by him during performance tests. The Contractor at his own expense shall repair all defective or faulty equipment included into the scope of supply, as may be required as a result of performance test.

## 11. MANUALS AND DOCUMENTATION

11.1. Upon completion of the works the Contractor shall deliver "as built" detailed design.

11.2. Contractor shall deliver 3 sets of manuals in Russian or Ukrainian language. Minimum manual set shall contain:

- a) Technical description (passport) for each item of equipment;
- b) Operation and maintenance manuals. Manuals shall cover all the operation modes, including malfunction / emergency;
- c) List of spares for each item of equipment;

11.3. The Contractor shall provide Maintenance program for warranty period and operation life which shall contain maintenance description and cost.

11.4. The Contractor shall deliver list of spares and consumables supplied along with equipment which shall be used during warranty period.

## 12. HEAT CONSUMPTION CALCULATION

Maximum inputs have been calculated with average rated figures (pursuant to Ukrainian Regulation «Норми та вказівки по нормуванню витрат палива та теплової енергії на опалення житлових та громадських споруд, а також на громадсько-побутові потреби в Україні», КТМ 204 України 224-94. Київ 1995р.).

Heat load calculation has been made with round-off figures.

The maximum heat load for premises heating:

$$Q_{\max} = q_{\text{от}} \cdot \alpha \cdot (T_{\text{вн}} - T_{\text{р}}) \cdot V, \text{ large calorie/hour}$$

Where,

$q_{0n}$ , large calorie /( $m^3 \cdot ^\circ C$ )- average specific heating feature for site;

$\alpha = 1,15$  – adjustment rate dependable on local climate conditions;

$t_{bh}$ ,  $^\circ C$  – inside air designed temperature;

$t_p$ ,  $^\circ C$  – outdoor air estimated temperature;

V - total capacity of a premise pursuant to questionnaire

Average season heat consumption of the premises shall amount to:

$$Q_{mid} = Q_{max} \frac{(t_{inside} - t_u)}{(t_{inside} - t_{outdoor})}, \text{ large calorie/hour}$$

Average thermal current for hot water supply of the Hospital is calculated by a formula:

$$Q = N \cdot q_{r.b.} \cdot (t_r - t_x) / 24, \text{ large calorie/hour}$$

Where,

N – designed capacity of the Hospital, people/day;

$q_{r.b.}$  – water consumption standard, litres/day;

$t_r$ ,  $t_x$  – hot water temperature and supplied water temperature,  $t_r=55^\circ C$ ,  $t_x= 5^\circ C$ .

The result figures are shown in the below table:

Table 2

**Heat generating equipment load calculation**

Requirement for heat supply	Polyclinic	Therapeutic department	children's clinic, accounts department	Administration	Fluoro unit	Laundry	Boiler-house	Garage
Volume of heat consumption premises, $m^3$	6650	1760	474	331	249	347	415	505
Required indoor air temperature, $t_b$ , $^\circ C$	22	20	20	18	20	15	12	10
Regulatory minimum outdoor air temperature, $t_3$ , $^\circ C$	- 21							
Specific heating feature, $q_0$ , large calorie/hour $\cdot m^3 \cdot ^\circ C$	0,4	0,4	0,4	0,43	0,4	0,38	0,2	0,7
Heating, large calorie/hour	131537	33193,6	8939,64	6383,5	4696,1 4	5459,0	3149,8 5	12602,2 8
Hot water supply, large calorie/hour	297126							
Total heat generating equipment load, large calorie/hour	503087							
Estimated heat generating capacity	0,585							

of the boiler plant required, MWt	
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$$Q_{\text{mid}} = 503087 \cdot ((18 - (-0,5)) / (18 - (-21))) = 238463 \text{ large calorie/hour} = 277 \text{ kWt}$$

Thus, construction of 620 kWt local heat generating plant is highly advisable for the site.

A gas-regulating station shall be installed in the boiler plant premise for heat generating equipment operation with rating data. Designed pressure in drawoff point will constitute 3 bar. Gas composition will comply with Quality certificate for natural gas.

Bill of Quantity  
of the main equipment, materials and works

n/n	Generic description/ Наименование материалов	Unit/ Од. вим	Quantity/Кіль кість
	<b>1 етап - Проектні та вишукувальні Роботи</b> <b>1-st stage: Design works and site exploration</b>		
1	Проектні роботи Design works	Комплект set	1
2	Комплексна державна експертиза проектно-кошторисної документації State expertise of Design documentation	Послуга services	1
	<b>2 етап - Закупівля обладнання та матеріалів</b> <b>2-nd stage: Supply of Equipment and materials</b>		
3	Закупівля котлів та допоміжного обладнання по котельні boiler units and auxiliary equipment supply		
4	Котел газовий 350 кВт Gas boiler unit 350 kW	шт pcs	2
5	Горелка газова (18-200 тБар) Gas burner (18-200 mbar)	шт pcs	2
6	Клапан предохранительный d 32, 3 бар Emergency valve d 32, 3 bar	шт pcs	2
7	Насос циркуляционный, Q=15 м <sup>3</sup> /год, H= 8 м. Circulation pump , Q=15m <sup>3</sup> /h, H= 8 m.	шт pcs	2
8	Клапан 3-х ходовой DN 50. тиск P=3бар Three-throw valve DN 50. pressure P=3bar	шт pcs	1
9	Компенсатор об'єму мембранний на опалення V=35л. Membrane volume compensator device for heating 35 l.	шт pcs	2
10	Гидравлическая стрелка Hydraulic coupling bar	шт pcs	1
11	Насос циркуляционный Q =2,8 м <sup>3</sup> /год, H= 5 м. Circulation pump Q =2,8 m <sup>3</sup> /h, H= 5 m.	шт. pcs	1
12	Бойлер V=500 л Boiler V=500 l	шт pcs	1
13	Насос рециркуляционный Q =0,3 м <sup>3</sup> /год, H=9 м Recirculation pump Q =0,3 m <sup>3</sup> /h, H=9 m	шт pcs	1
14	Апарат ел. Магнитної обробки частота 50 Гц, 220В electromagnetic treatment device 50 Hz, 220V	шт pcs	1
15	Клапан запобіжний d 25, 3 бар Emergency valve d 25, 3 bar	шт pcs	1
16	Компенсатор об'єму мембранний на опалення V=500 л Membrane volume compensator device for heating 500 l	шт pcs	1
17	Насос циркуляционный Q =21,5 м <sup>3</sup> /год, H=25 м. Circulation pump Q =21,5 m <sup>3</sup> /h, H=25 m.	шт pcs	1
18	Клапан 3-х ходовой DN 80. тиск P=3бар Three-throw valve DN 80. pressure P=3bar	шт pcs	1
19	Сервопривод 50 Гц, 220В Servo-drive 50 Hz, 220V	шт pcs	2

20	Клапан балансирувочний d 32 Balancing valve d32	шт pcs	1
21	Лічильник холодної води d 15 Cold water flowmeter d 15	шт pcs	1
22	Установка водопідготовки $Q=1 \text{ м}^3/\text{год}$ water treatment plant $Q=1 \text{ м}^3/\text{h}$	ком set	1
23	Емкість запасу води $V=1000 \text{ л.}$ Water storage tank $V=1000 \text{ l}$	шт pcs	1
24	Насос підживлюючий $Q=1 \text{ м}^3/\text{год}$ , $H=40 \text{ м.}$ supercharge pump $Q=1 \text{ м}^3/\text{h}$ , $H=40 \text{ m.}$	шт pcs	2
25	Клапан електромагнітний d 25, 220В Electromagnetic valve d 25, 220V	шт pcs	1
26	Комплект автоматики: - контролер 1шт;-датчик 4 шт., - панель для датчика 1 шт automatic equipment set: - controller - 1 item, sensor – 4 items, sensor panel – 1 item.	шт pcs	1
27	Гайки А 1 1/4 " до насоса Pump nuts A 1 1/4	шт pcs	1
28	Шафова газорегулююча установка Gas regulation cabinet	компл set	1
29	Засувка d 100 Valve gate d 100	шт pcs	3
30	Засувка d 80 Valve gate d 80	шт pcs	4
31	Засувка d 50 Valve gate d 50	шт pcs	2
32	Клапан зворотній d 100 Check valve d 100	шт pcs	1
33	Клапан зворотній d 80 Check valve d 80	шт pcs	2
34	Клапан зворотній d 32 Check valve d 32	шт pcs	2
35	Клапан зворотній d 25 Check valve d 25	шт pcs	2
36	Клапан зворотній d 20 Check valve d 20	шт pcs	1
37	Кран зі зливом d 25 discharge valve d 25	шт pcs	3
38	Кран шаровий d 32 Ball valve d 32	шт pcs	5
39	Кран шаровий d 25 Ball valve d 25	шт pcs	20
40	Кран шаровий d 20 Ball valve d 20	шт pcs	2
41	Кран шаровий d 15 Ball valve d 15	шт pcs	1
42	Фільтр сітчатий d 100 Mesh filter d 100	шт pcs	2
43	Фільтр сітчатий d 32 Mesh filter d 32	шт pcs	2
44	Фільтр сітчатий d 25 Mesh filter d 25	шт pcs	1
45	Фільтр сітчатий d 20 Mesh filter d 20	шт pcs	1



46	Автоматичний повітряний клапан <i>Automatic air valve</i>	шт <i>pcs</i>	7
	<b>Зовнішні мережі</b> <b><i>External networks</i></b>		
47	Труба стальна водогазопровідна d 50 <i>steel pipe suitable for water and gas d 50</i>	м.п <i>linear meter</i>	180
48	Труба стальна водопровідна d 76 <i>Steel water supply pipe d 76</i>	м.п <i>linear meter</i>	120
	<b>3 етап - Основні об'єкти будівництва</b> <b><i>3-rd stage: Main installation works</i></b>		
49	улаштування підстиляючих бетонних шарів; <i>arrangement of the bedding concrete layers</i>	будівельні роботи <i>construction works</i>	1
50	улаштування підлоги з трапом, <i>arrangement of the floor with ladder</i>	будівельні роботи <i>construction works</i>	
51	улаштування отворів для газоходів <i>arrangement of the holes for gas ducts</i>	Монтаж <i>installation</i>	
52	монтаж технологічних систем, системи безпеки праці та контролю	Монтаж <i>installation</i>	
53	монтаж нового теплогенеруючого обладнання; <i>installation of the new heat generating equipment</i>	Монтаж <i>installation</i>	
54	монтаж внутрішніх магістральних трубопроводів та кабельних комунікацій <i>installation of the internal pipeline and cabling systems</i>	Монтаж <i>installation</i>	
55	монтаж системи освітлення; <i>installation of the lighting system</i>	Монтаж <i>installation</i>	
56	монтаж системи пожежної сигналізації; <i>installation of the fire alarm system</i>	Монтаж <i>installation</i>	
57	монтаж попередньоізольованих труб. <i>installation of the preinsulated pipes</i>	Монтаж <i>installation</i>	
	<b>4 етап - Пуско-налагоджувальні та опоряджувальні роботи</b> <b><i>4-th stage: Start up and commissioning; finishing works</i></b>		
58	Пуско-налагоджувальні роботи <i>Start up works and commissioning</i>	Послуга <i>services</i>	
59	Еколого-теплотехнічні випробовування <i>Eco-technological tests</i>	Послуга <i>services</i>	

## EVALUATION CRITERIA AND METHODOLOGY

The evaluation process will be based on the following evaluation criteria.

Evaluation criteria shall comprise three categories:

- Administrative requirement
- Technical requirement
- Landed cost

**1. Administrative requirements** shall include the following:

- Offers must be submitted within the stipulated deadline
- Offers must include required securities
- Offers must meet required Offer Validity
- Offers have been signed by the proper authority
- Offers include requested company documentation, including documentation regarding the company's legal status and registration
- Offers must include all data required for evaluation process

All offers shall be reviewed in terms of administrative requirements based on a pass/fail method. Successfully passed offers shall become subject to further consideration for compliance with Technical requirements. Incompliant offers shall be rejected.

**2. Technical requirements** shall cover two general areas: (a) requirements related to a company's capacities and capabilities; (b) criteria related to the goods, services and works to be delivered.

Facts related to technical requirements shall be considered and evaluated based on pass/fail method.

Evaluation sensitive facts shall be obtained from the documents provided by the bidder and shall be subject to possible verification by the evaluation team.

Offers incompliant with administrative or/and technical requirements shall be rejected.

Form 1. Personnel qualification		Company / Other Entity				
		A	B	C	D	E
1	Managerial staff					
1.1	Education					
1.2	Number of years in profession					
1.3	Number of years in the company					
2	Work Group					
2.1	Qualification					
2.2	Number of years in profession					
2.3	Number of years at the same works					
2.4	Availability of Ukrainian certificates and licenses as necessary					
3	Organizational chart					

Form 2. Experience in similar works		Company / Other Entity				
		A	B	C	D	E
1	Number of contracts					
2	Number of completed contracts					
3	Cost of contracts					
4	Reference from the clients					

Form 3. Financial state		Company / Other Entity				
		A	B	C	D	E
1	Annual turnover of the company					
2	Credit indebtedness					
3	Fixed assets					

Form 4. Correspondence with the Terms of Reference		Company / Other Entity				
		A	B	C	D	E
1	Equipment efficiency					
2	Expected maintenance and operation requirements					
3	Availability and cost of spare parts and equipment components in Ukraine					
4	Availability of maintenance services in Ukraine					
5	Equipment's correspondence to international quality standards					
6	Equipment's correspondence to local quality standards					

### 3. Price

Price will serve as the overriding measure upon which to award a contract to the technically responsive bid unless the bid is rejected for a specific reason (e.g. Offeror failed to bid on the product, civil works or services requested or failed to deliver the bid within the specified time frame).

The contract will be awarded to the **lowest price technically compliant bidder.**

**BID/PROPOSAL SUBMISSION FORM**

To: UNDP Ukraine

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods and conduct civil works for reconstruction of the heating plant in the City children's hospital of Rivne in conformity with the said bidding documents for the sum of \_\_\_\_\_ as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this . . . . day of . . . . 2010

.....  
Signature

.....  
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of .....

**PRICE SCHEDULE**

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes. VAT (if applicable) shall be clearly distinguished in the price of the bid and will be subsequently returned to UNDP.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, if possible please provide also the information on CD (IBM compatible).

Name of Bidder.....					
Item	Description	Unit	Unit Price	Quantity Required	Total Price per item
GRAND TOTAL					

• Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Currency\_\_\_\_\_

Signature of Bidder .....

**BID SECURITY FORM**

To: UNDP UKRAINE  
1 Kloviskiy Uzviz ,  
01021 Kiev  
Ukraine

UNDP Invitation to Bid Reference: ITB UKR/2010/006

Guarantee No.: \_\_\_\_\_

Amount: **USD** \_\_\_\_\_

Date of Expiry: \_\_\_\_\_

At the request of *[name and address of Supplier]*, we hereby guarantee you irrevocably for the above maximum amount to secure that they fulfil their obligations as an Bidder in accordance with their bid *[reference]* covering *[description of goods]*.

Your claim(s), if any, duly made and presented to us under the guarantee will be honoured on your first demand also stating that *[name of Supplier]* has not fulfilled their above tender obligations towards you.

Where we have received no such claim by the above expiry date at the latest, we stand released from our liability under this guarantee.

We will reduce the guarantee amount by any such amount, as we have had to pay in order to meet your claim(s) duly made and presented under the guarantee.

When the guarantee expires, please return this document to us.

Yours faithfully

**SIGNATURE AND SEAL OF THE GUARANTOR**

Date: .....

Name of Bank: .....

Address: .....

**PERFORMANCE SECURITY FORM**

To: UNDP UKRAINE  
1 Kloviskiy Uzviz ,  
01021 Kiev  
Ukraine

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. .... dated ..... , to execute Services .....

(hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee that should equal 10% of the Contract Price*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date of one year from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

**SIGNATURE AND SEAL OF THE GUARANTOR**

Date .....

Name of Bank .....

Address .....

## INFORMATION TABLES

Table 1

List of similar construction and installation works performed during the last 5 years					
No	Description of works, country and place	Duration of contracts (weeks)	Period of completion (date)		Costs of works (USD)
			Beginning	Completion	
1					
2					
3					
4					

Table 2

List of the company's managerial staff				
No	Name and surname (managerial staff)	Staff position	Number of years in profession	Number of years in the company
1				
2				
3				
4				

Table 3

Availability of company's machines and mechanisms, and manufacturing facilities for performance of the contract works				
No	Machines, mechanisms and manufacturing facilities	Capacity	Condition (years in operation)	Own/leased
1				
2				
3				
4				

Table 4

Composition of suggested work group					
No	Names of specialists	Qualifications	Suggested position	Working experience (years)	
				On similar works	General experience
1					
2					
3					
4					

Table 5

Financial state of the Bidder		
1	Annual turnover of the company	
2	Credit indebtedness	
3	Fixed assets	



## DECLARATION BY BIDDER AND DISCLOSURE REQUIREMENT

The undersigned represents to UNDP as follows:

- 1. Bidder accepts provisions of the Instructions to Bidders in Annex I and agrees to do all acts required in Annex I.
- 2. Bidder accepts the Terms and Conditions in Annex III and agrees to do all acts required in Annex III.
- 3. Bidder, if awarded a contract, may be liable for liquidated damages if provided for in this ITB or the contract.
- 4. Bidder is aware that UNDP is not committed to award a contract, or to reimburse any costs incurred by the bidder in connection with the ITB process.
- 5. Bidder is aware that neither the ITB, nor any of its annexes, including this Annex XIII, constitutes any agreement or contractual relationship between UNDP, or any of its entities, and the bidder. Bidder acknowledges that the sole purpose of the ITB and its annexes is to enable vendors to submit a bid; bidder will not regard or seek to rely upon the ITB or any of its annexes as an offer on the part of UNDP capable of acceptance by the bidder.
- 6. Bidder acknowledges that bids are evaluated according to UNDP Financial Regulations and Rules and the evaluation criteria specified in Annex VII.
- 7. Bidder is familiar with and accepts the payment terms elaborated in Annex III.
- 8. Bidder's offer will be valid for a period of not less than 120 (one hundred twenty) days.
- 9. Bidder is familiar with and accepts the UN's conditions for the withdrawal and modification of bids and the UN's rules governing errors in bids and public opening of bids.
- 10. Bidder represents that the bid has been compiled without the improper assistance of employees or former employees of UNDP.
- 11. Bidder has not, and is not, engaged in any corrupt practices.
- 12. Bidder is not aware of any existing or potential conflict of interest with relation to this ITB. If during the procurement process a conflict of interest arises, or appears likely to arise, bidder will notify UNDP immediately.
- 13. Bidder shall promptly inform UNDP in writing of any bid submitted, or likely to be submitted, by a holding, parent, subsidiary, or affiliated company of the bidder in response to this ITB of which it is aware, or ought reasonably to be aware.

Signature of the bidder \_\_\_\_\_