

Project Title: Municipal Water Infrastructure Project Chernivtsi, Phase 2 and 3,
Ukraine
(BMZ-No.: 201365899)

ICB No.: 510487

ADDENDUM No 2
dated 22 February 2024

To the Bidding Document for

“Rehabilitation of emergency sections of the WPS “Shubranets” - CWR “Popova”
pressure water main DN = 900 mm with a total length of ~ 7 km in Chernivtsi city,
Chernivtsi region”

Employer: Municipal Enterprise “Chernivtsivodokanal”

Country: Ukraine

Project Title: Municipal Water Infrastructure Project Chernivtsi, Phase 2 and 3, Ukraine (BMZ- No.: 201365899)

Contract name: Rehabilitation of emergency sections of the WPS “Shubranets” - CWR “Popova” pressure water main DN = 900 mm with a total length of ~ 7 km in Chernivtsi city, Chernivtsi region”

ICB No.: 510487

ADDENDUM No 2 dated 22 February 2024

1. General information.

According to Sub-Clause 8.1 Amendment of Qualification and Bidding Documents of Section I: Instructions to Bidders the Addendum No.2 was prepared.

This Addendum No.2 introduces changes to the Bidding Documents, namely Section II: Section Qualification and Bid Data Sheet, Section III. Qualification and Evaluation Criteria, Section IV. Qualification and Bidding Forms, Section VII. Works Requirements and Section IX. Particular Conditions (PC).

This Addendum No.2 shall constitute an integral part of Bidding Documents ICB No.: 510487 “Rehabilitation of emergency sections of the WPS “Shubranets” - CWR “Popova” pressure water main DN = 900 mm with a total length of ~ 7 km in Chernivtsi city, Chernivtsi region”.

2. Amendments to Bidding Document.

2.1. Amendments to Section II: Section Qualification and Bid Data Sheet

The Original text is provided in the first column “Original”, the proposed changed that substitutes the original is provided in the second column and read as indicated in table “Amended” below.

Original	Amended
ITB 4.3 , 5.1	
-	Please add sentence: Russian companies owned by Russian citizens or registered in Russian Federation including manpower, materials or new equipment to be used in Works that are originated from Russian Federation or Republic of Belarus are not eligible.
ITB 11.1 (b) (ii)	
The following schedules shall be submitted with the Bid: - Bill of Quantities in accordance with Section IV. Qualification and Bidding Forms	The following schedules shall be submitted with the Bid: - Price Schedules in accordance with Section IV. Qualification and Bidding Forms
ITB 14.7	
As no VAT and other public charges may be financed from the IFIs or Financial Contribution provided by the Donors, all VAT and public charges on materials and equipment to be incorporated into the Works and imported shall be itemised separately in the Statements and will be either paid directly or reimbursed by the Employer against presentation of original documentation and receipts up to the amount stated in the Contractor’s Proposal.	As no VAT and other public charges may be financed from the IFIs or Financial Contribution provided by the Donors, VAT on works shall be itemised separately in the Statements and will be either paid directly or reimbursed by the Employer against presentation of original documentation and receipts up to the amount stated in the Contractor’s Proposal. In addition, the Materials/Equipment included in Price Schedules Part 2.1, Part 2.2 (Lot 1) and Price Schedules Part 2.1, Part 2.2, Part 2.3 (Lot 2), shall be supplied from abroad, and will be exempt from VAT and import customs duties.

2.2 Amendments to Section III. Qualification and Evaluation Criteria, Clause 3 Evaluation of Bids, Sub-clause 3.5 Technical alternatives

The Original text is provided in the first column “Original”, the proposed changed that substitutes the original is provided in the second column and read as indicated in table “Amended” below.

Original	Amended
3.5 Technical alternatives	
<p>Bidders wishing to offer technical alternatives to the proposed use of no-dig method for internal liner installation inside the existing DN900 steel pipe (CIPP liner) must first price the Works Requirements as provided in Part 2 of the bid documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer.</p> <p>Alternative shall include as appropriate, drawings, design calculations, Technical Specifications, breakdown of prices following template provided in Schedules and other relevant details.</p> <p>Only the technical alternatives, if any, of the qualified Bidder shall be considered by the Employer;</p>	<p>Bidders wishing to offer technical alternatives to the proposed use of no-dig method for internal liner installation inside the existing DN900 steel pipe (CIPP liner) must first price the Works Requirements as provided in Part 2 of the bid documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer.</p> <p>Alternative shall include as appropriate, drawings, design calculations, Technical Specifications, breakdown of prices similarly as Price Schedules of Section IV. Qualification and Bidding Forms and other relevant details.</p> <p>Only the technical alternatives, if any, of the qualified Bidder shall be considered by the Employer;</p>

2.3. Amendments to Section IV. Qualification and Bidding Forms, Schedules

The Part "Schedules" of Section IV. Qualification and Bidding Forms, together with Preamble, shall be amended and read as provided in Annex 1 to this Addendum No.2.

2.4. Amendments to Section VII. Works Requirements, Chapter 3, Clause 6. Drawings

The Original text is provided in the first column "Original", the proposed changed that substitutes the original is provided in the second column and read as indicated in table "Amended" below.

Original	Amended
6. Drawings	
<p>All drawings and additional reports are given in Annexes 1-5:</p> <p>Annex 1. Design Document for Segments 1-5 Annex 2. Geological and geodetic survey reports (from 2020) Annex 3. Technical Inspections report Annex 4. Feasibility Study 2020 Annex 5. Pictures from Site</p>	<p>All drawings, additional reports and other information are given in Annexes 1-6:</p> <p>Annex 1. Design Document for Segments 1-5 Annex 2. Geological and geodetic survey reports (from 2020) Annex 3. Technical Inspections report Annex 4. Feasibility Study 2020 Annex 5. Pictures from Site Annex 6. Bill of Quantities</p>

2.5. Amendments to Section IX. Particular Conditions (PC)

2.5.1 Part A – Contract Data

The Original text is provided in the first column "Original", the proposed changed that substitutes the original is provided in the second column and read as indicated in table "Amended" below.

Original	Amended
Sub-Clause 14.1(a) Contract Price	
-	The Contract Price shall be fixed.
Sub-Clause 14.1(b) Contract Price	
<p>Add the following new sentence to the end of paragraph 14.1 (b)</p> <p>The Contractor is exempted from VAT in accordance with the Legislation in force. Details can be obtained from official web sites:</p>	<p>Add the following new sentence to the end of paragraph 14.1 (b)</p> <p>The Materials/Equipment included in Price Schedules Part 2.1 and Part 2.2 (Lot 1) and Price Schedules Part 2.1, Part 2.2 and Part 2.3 (Lot 2), shall be supplied from abroad and will be paid for</p>

<p>All imported Goods, which are not incorporated in or expended in connection with the Works, shall be exported on completion of the Contract. If not exported, or if used in connection with other contracts, the Goods will be assessed for duties (as applicable to the Goods involved) in accordance with the Laws of Ukraine, and the Contractor shall pay such duties accordingly.</p> <p>As no VAT and other public charges may be financed from the Loan or by other International Financing Institutions all VAT charges incorporated into the Works shall be itemised separately and will be either paid directly or reimbursed by the Employer against presentation of original documentation and receipts up to the amount stated in the Bills of Quantities/Price Schedules. Format of the application shall be agreed with the Engineer prior submission of the documents for payment to the Employer.</p>	<p>from grant funds and will be exempt from VAT and import customs duties.</p> <p>All imported Goods, which are not incorporated in or expended in connection with the Works, shall be exported on completion of the Contract. If not exported, or if used in connection with other contracts, the Goods will be assessed for duties (as applicable to the Goods involved) in accordance with the Laws of Ukraine, and the Contractor shall pay such duties accordingly.</p> <p>As no VAT and other public charges may be financed from the Loan or by other International Financing Institutions all VAT charges incorporated into the Works shall be itemised separately and will be either paid directly or reimbursed by the Employer against presentation of original documentation and receipts up to the amount stated in the Price Schedules. Format of the application shall be agreed with the Engineer prior submission of the documents for payment to the Employer.</p>
Sub-Clause 14.2 Contract Price	
<p>30% of the Contract Price</p> <p>The Advance Payment Security will be in the form of an unconditional bank guarantee in the amount(s) of 30% percent of the Contract Price. This guarantee shall be issued by a reputable bank selected by the Contractor and requiring KfW's no objection, with a corresponding bank in Europe.</p>	<p>The Advance Payment will be paid as follows:</p> <ol style="list-style-type: none"> 1. 30% of the Materials/Equipment supplied from abroad (Price Schedules Part 2) costs from grant funds 2. 30% of the Works costs (Price Schedules Part 1 and 3) from loan funds (without VAT) and Client's funds (VAT) <p>The Advance Payment Security will be in the form of an unconditional bank guarantee in the amount(s) of 30% percent of the Contract Price. This guarantee shall be issued by a reputable bank selected by the Contractor and requiring KfW's no objection, with a corresponding bank in Europe.</p>
Table: Summary of Sections (column Name of Section, line Section No.1)	
<p>Development of the Detailed Design Stage "R" (Проект стадія «Р»), all parts including obtaining of an approval of the EIA and the Design by the Central Service of the State Enterprise "Ukrderzhbudekspertiza" or other Authorized institution if so required. Design Stage P is given only for information.</p>	<p>Development of the Detailed Design Stage "R" (Проект стадія «Р»), all parts including obtaining of an approval of the EIA.</p> <p>Design Stage P is given only for information.</p> <p>The obtaining the Design (revised stage P (Проект стадія "П") approval by the Central Service of the State Enterprise "Ukrderzhbudekspertiza" or other Authorized institution if so required.</p>

2.5.2 Part B - Specific Provisions

The Original text is provided in the first column "Original", the proposed changed that substitutes the original is provided in the second column and read as indicated in table "Amended" below.

Original	Amended
Sub-Clause 1.1.1.1	
<p>Insert new sub-clause after sub-clause 1.1.1.10: " 'Execution Design' is (a set of) calculations, documents, drawings, topographic measurements and reproduction of results in electronic drawings produced by the Contractor or his Subcontractor that shall detail the Employer's Design to such a level of detail (in any case more detailed than the</p>	<p>Insert new sub-clause after sub-clause 1.1.1.10: " "Execution Design' is (a set of) calculations, documents, drawings, topographic measurements and reproduction of results in electronic drawings produced by the Contractor or his Subcontractor that shall detail the Employer's Design to such a level of detail (in any case more detailed than the</p>

<p>Employer's Design) that enables the Contractor to receive all needed coordination's including State Expertise approval and measure the Works.</p> <p>The Contractor shall execute Execution Design as described in Part 4.1 of the Contract Documents, General and Particular Technical Specifications.</p>	<p>Employer's Design) that enables the Contractor to receive all needed coordination's including State Expertise approval (if so required and for revised Stage P (Проект стадії П) only) and measure the Works.</p> <p>The Contractor shall execute Execution Design as described in Part 4.1 of the Contract Documents, General and Particular Technical Specifications.</p>
<p>Sub-Clause 1.1.4.1</p>	
<p>-</p>	<p>Accepted Contract Amount indicated in Letter of Acceptance will be financed from:</p> <ul style="list-style-type: none"> - Grant funds f for payment only the Materials/Equipment supplied indicated in Price Schedules Part 2 - Loan funds for payment of the works performed (Price Schedules Part 1 and Part 3) - Employer funds for payment VAT under Price Schedules Part 1 and 3, as indicated in Sub-Clause 14.1 (b)
<p>Sub-Clause 1.5</p>	
<p>For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ul style="list-style-type: none"> (i) The Letter of Acceptance; (ii) The Letter of Bid and Appendix to Bid (including the signed Declaration of Undertaking); (iii) The addenda Nos _____ (if any); (iv) The Particular Conditions including Appendix 1; (v) The General Conditions; (vi) The Specifications; (vii) The Drawings; (viii) The completed Schedules; and (ix) The Contractor's Bid and any other documents forming part of the contract. 	<p>For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ul style="list-style-type: none"> (i) The Letter of Acceptance; (ii) The Letter of Bid (including the signed Declaration of Undertaking); (iii) The addenda Nos _____ (if any); (iv) The Particular Conditions including Appendix 1; (v) The General Conditions; (vi) The Specifications; (vii) The Drawings; (viii) The completed Schedules; and (ix) The Contractor's Bid and any other documents forming part of the contract.
<p>Sub-Clause 4.1</p>	
<p>Goods and services from countries under embargo from Germany the European Union or the United Nations are not eligible and shall not be used by the Contractor.</p> <p>Insert the following paragraphs after the first paragraph in Sub-Clause 4.1:</p> <p>"The Contractor shall provide the services, documents, and design drawings as part of the Contract and as specified in the Works Requirement, the Technical Specifications:</p> <ul style="list-style-type: none"> (a) Topographical survey (b) Geotechnical survey; (c) ESHS Management site and action plan preparation; (d) Execution of Detailed Design (Stage R); (e) Operation & Maintenance Manual; (f) As-built drawings; <p>Stage P Drawing are provided for information only. The Contractor shall carry out, and be responsible for, the detailed design of the Works as specified and in accordance with the Works Requirements,</p>	<p>Goods and services from countries under embargo from Germany the European Union or the United Nations are not eligible and shall not be used by the Contractor.</p> <p>Insert the following paragraphs after the first paragraph in Sub-Clause 4.1:</p> <p>"The Contractor shall provide the services, documents, and design drawings as part of the Contract and as specified in the Works Requirement, the Technical Specifications:</p> <ul style="list-style-type: none"> (a) Topographical survey (b) Geotechnical survey; (c) ESHS Management site and action plan preparation; (d) Execution of Detailed Design (Stage R); (e) Operation & Maintenance Manual; (f) As-built drawings; <p>Stage P Drawing are provided for information only. The Contractor shall carry out, and be responsible for, the detailed design of the Works as specified and in accordance with the Works Requirements,</p>

<p>General and Particular Technical Specifications (Stage R). Detailed design shall cover the new water main and related facilities including works related to reconstruction of existing water main and related facilities using no-dig method.</p> <p>The design documents shall be prepared by qualified and licenced designers or consultants. The Contractor shall submit to the Engineer for consent the names and particulars (experience list, copy of the license or other approved document specifying qualifications) of each proposed designer, consultant or design Sub-Contractor.</p> <p>The Contractor's design documents shall be prepared and provided for coordination's and approvals in the English and Ukrainian language. The Contractor shall be responsible for preparation of all needed for Work design documents and obtain also design approval in accordance with the Environmental Impact Assessment procedure, for submission and obtaining the approval of the State Expertise for the Design in conformity with in accordance with the requirements of the Ukrainian Normative-Technical Documents (NTD) and Ukrainian legislation as follows:</p> <ol style="list-style-type: none"> 1) State Building Norms of Ukraine DBN A.2.2-3-2014 "The structure and content of the design documentation for construction"; and other regulations; 2) Law of Ukraine No. 2059-VIII dated May 23, 2017 "Environmental Impact Assessment". <p>The Contractor shall apply to the State Expertise after receipt of the coordination to the Design from the Employer and before issuance of the complete Design document(s) to the Engineer's approval following the National legislation.</p> <p>The Contractor shall work out, present and coordinate all needed measures with the Employer (CVK) and the Phase 1 Contractor during preparation of the detailed design (Stage R) to secure temporary water supply to the City, water provision for pipes cleaning, disinfection, washing and testing details. All those measures agreed with the Employer and the Phase 1 Contractor shall be part of the updated construction method statement that shall be issued and to be part of the detailed design (Stage R).</p> <p>The Contractor is solely responsible for obtaining form other Utilities and / or supervising organizations, permits, licenses and other required documents and permission to start construction.</p> <p>The Contractor must warrant that he, his design consultants and design Sub-Contractors (if any) have the necessary licences, experience and capability to carry out the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times, until the expiry date of the relevant Defects Notification Period.</p>	<p>General and Particular Technical Specifications (Stage R). Detailed design shall cover the new water main and related facilities including works related to reconstruction of existing water main and related facilities using no-dig method.</p> <p>The design documents shall be prepared by qualified and licenced designers or consultants. The Contractor shall submit to the Engineer for consent the names and particulars (experience list, copy of the license or other approved document specifying qualifications) of each proposed designer, consultant or design Sub-Contractor.</p> <p>The Contractor's design documents shall be prepared and provided for coordination's and approvals in the English and Ukrainian language. The Contractor shall be responsible for preparation of all needed for Work design documents and obtain also design approval in accordance with the Environmental Impact Assessment procedure, for submission and obtaining the approval of the State Expertise for the Design (if so required) in conformity with in accordance with the requirements of the Ukrainian Normative-Technical Documents (NTD) and Ukrainian legislation as follows:</p> <ol style="list-style-type: none"> 1) State Building Norms of Ukraine DBN A.2.2-3-2014 "The structure and content of the design documentation for construction"; and other regulations; 2) Law of Ukraine No. 2059-VIII dated May 23, 2017 "Environmental Impact Assessment". <p>If so required, the Contractor shall apply to the State Expertise after receipt of the coordination to the Design (Stage P) from the Employer and before issuance of the complete Design document(s) to the Engineer's approval following the National legislation.</p> <p>The Contractor shall work out, present and coordinate all needed measures with the Employer (CVK) and the Phase 1 Contractor during preparation of the detailed design (Stage R) to secure temporary water supply to the City, water provision for pipes cleaning, disinfection, washing and testing details. All those measures agreed with the Employer and the Phase 1 Contractor shall be part of the updated construction method statement that shall be issued and to be part of the detailed design (Stage R).</p> <p>The Contractor is solely responsible for obtaining form other Utilities and / or supervising organizations, permits, licenses and other required documents and permission to start construction.</p> <p>The Contractor must warrant that he, his design consultants and design Sub-Contractors (if any) have the necessary licences, experience and capability to carry out the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times, until the expiry date of the relevant Defects Notification Period.</p>
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<p>Upon receiving notice under sub-clause 8.1 (Commencement of Works), the Contractor shall scrutinise the Particular Technical Specifications (regarding the part of the Permanent Works to be designed) and the items of reference mentioned in sub-clause 4.7 (Setting Out). Within the period stated in the Appendix to Tender, calculated from the Commencement Date, the Contractor shall give within 14 days notice to the Engineer of any error, fault or other defect found in the Particular Technical Specifications or Drawings or these items of reference.</p> <p>After receiving this notice, the Engineer shall determine whether Clause 13 (Variations and Adjustments) shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking into account of cost and time) an experienced Contractor exercising due care would have discovered the error, fault or other defect when examining the Site, the Requirements (Technical Specifications including Drawings and Supplementary information) before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.</p> <p>At the end of the second paragraph of this Sub-clause insert: "The Contractor's Documents shall comprise the technical documents specified in the Technical Specifications and documents required to satisfy all regulatory approvals for which the Contractor is responsible." Substitute the last paragraph in Sub-clause 4.1 (including sub-paragraphs (a) to (d)) with the following:</p> <p>For the part of the Permanent Works to be designed by the Contractor:</p> <p>(a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in Sub-Clause 4.26 [Contractor's Documents] hereof;</p> <p>(b) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract. For any design error the Sub-Clause 4.32 [Design Error] shall be applied.</p> <p>(c) Prior to the commencement of the Test on Completion, the Contractor shall submit to the Engineer the "as-built" documents for all Segments in accordance with the Sub-Clause 4.29 [As-Built Documents]."</p> <p>At the end of the first paragraph of this Sub-Clause the following text is added: The Contractor's responsibility to design, execute and complete the Works that shall be fit for purpose excludes the obligation to execute and complete the part of the Works attributed to the Employer's Scope as defined in the Works Requirements.</p>	<p>Upon receiving notice under sub-clause 8.1 (Commencement of Works), the Contractor shall scrutinise the Particular Technical Specifications (regarding the part of the Permanent Works to be designed) and the items of reference mentioned in sub-clause 4.7 (Setting Out). The Contractor shall give within 14 days notice to the Engineer of any error, fault or other defect found in the Particular Technical Specifications compared to the items specified on the Drawings making reference to those items.</p> <p>However, despite the possible identified errors, faults or other defect by the Contractor the Time for Completion shall not be extended and the Contract Price shall not be adjusted.</p> <p>At the end of the second paragraph of this Sub-clause insert: "The Contractor's Documents shall comprise the technical documents specified in the Technical Specifications and documents required to satisfy all regulatory approvals for which the Contractor is responsible." Substitute the last paragraph in Sub-clause 4.1 (including sub-paragraphs (a) to (d)) with the following:</p> <p>For the part of the Permanent Works to be designed by the Contractor:</p> <p>(a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in Sub-Clause 4.26 [Contractor's Documents] hereof;</p> <p>(b) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract. For any design error the Sub-Clause 4.32 [Design Error] shall be applied.</p> <p>(c) Prior to the commencement of the Test on Completion, the Contractor shall submit to the Engineer the "as-built" documents for all Segments in accordance with the Sub-Clause 4.29 [As-Built Documents]."</p> <p>At the end of the first paragraph of this Sub-Clause the following text is added: The Contractor's responsibility to design, execute and complete the Works that shall be fit for purpose excludes the obligation to execute and complete the part of the Works attributed to the Employer's Scope as defined in the Works Requirements.</p>
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<p>The third paragraph of this Sub-Clause is deleted and replaced with: The Works shall include any work which is necessary to satisfy the Works Requirements (except the part of Works attributed to the Employer's Scope as defined into the Employer's Requirements), Contractor's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the works.</p> <p>At the end of this Sub-Clause the following text to add: The Contractor shall ensure sufficient working capital on-site (in accordance with the working capital assets declared available in the Tender Proposal AT ALL TIMES under the sole control of the Contractor's Representative to meet all cash flow requirements for completion of the Contract in accordance with the approved Clause 8.3 Programme, including necessary payments for ALL contractual obligations (including permits, insurances etc.) and also specific payment deadlines under the Contract, including prompt payment of subcontractors (Clause 4.4) and labour and suppliers (Clause 6.2). This working capital shall be completely independent of IPC payments, and alleged non-payment of IPC's shall not be accepted as grounds for non-provision of sufficient working capital.</p>	<p>The third paragraph of this Sub-Clause is deleted and replaced with: The Works shall include any work which is necessary to satisfy the Works Requirements (except the part of Works attributed to the Employer's Scope as defined into the Employer's Requirements), Contractor's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the works.</p> <p>At the end of this Sub-Clause the following text to add: The Contractor shall ensure sufficient working capital on-site (in accordance with the working capital assets declared available in the Tender Proposal AT ALL TIMES under the sole control of the Contractor's Representative to meet all cash flow requirements for completion of the Contract in accordance with the approved Clause 8.3 Programme, including necessary payments for ALL contractual obligations (including permits, insurances etc.) and also specific payment deadlines under the Contract, including prompt payment of subcontractors (Clause 4.4) and labour and suppliers (Clause 6.2). This working capital shall be completely independent of IPC payments, and alleged non-payment of IPC's shall not be accepted as grounds for non-provision of sufficient working capital.</p>
<p>Sub-Clause 4.16</p>	
<p>At the end of this Sub-Clause the following text is added:</p> <p>(d) the Contractor shall be responsible for clearance through customs of the all goods, materials and equipment imported to and exported from the Country, and shall bear all expenses related to this activity, including payment of all required taxes, duties and fees. The Contractor shall be responsible for any delays occurring in the process of customs clearance of the Goods, and shall bear all relevant expenses at his cost;</p> <p>(e) All items of materials and Equipment shall be delivered by the Contractor to the construction site on DAP (Incoterms 2010) terms of delivery.</p> <p>(f) no part of the materials and/or equipment to be imported shall be delivered to the Site until approval in writing has been obtained from the Engineer for such delivery. Upon shipment of each package or crate, three (3) copies of the shipping list shall be attached to the bill of lading and an additional copy shall be attached to the package or crate shipped. The goods, materials and or equipment shall be delivered with complete assembly as far as possible to ensure that the installation or erection may be easily undertaken with the minimum of time and expense</p>	<p>At the end of this Sub-Clause the following text is added:</p> <p>(d) the Contractor shall be responsible for clearance through customs of the all goods, materials and equipment imported to and exported from the Country, and shall bear all expenses related to this activity. The Contractor shall be responsible for any delays occurring in the process of customs clearance of the Goods, and shall bear all relevant expenses at his cost;</p> <p>(e) All items of materials and Equipment shall be delivered by the Contractor to the construction site on DAP (Incoterms 2010) terms of delivery.</p> <p>(f) no part of the materials and/or equipment to be imported shall be delivered to the Site until approval in writing has been obtained from the Engineer for such delivery. Upon shipment of each package or crate, three (3) copies of the shipping list shall be attached to the bill of lading and an additional copy shall be attached to the package or crate shipped. The goods, materials and or equipment shall be delivered with complete assembly as far as possible to ensure that the installation or erection may be easily undertaken with the minimum of time and expense</p>
<p>Sub-Clause 14.1(b)</p>	

<p>Add the following new sentence to the end of paragraph 14.1 (b) All imported Goods, which are not incorporated in or expended in connection with the Works, shall be exported on completion of the Contract. If not exported, or if used in connection with other contracts, the Goods will be assessed for duties (as applicable to the Goods involved) in accordance with the Laws of Ukraine, and the Contractor shall pay such duties accordingly. As no VAT and other public charges may be financed from the Loan or by other International Financing Institutions all VAT charges incorporated into the Works shall be itemised separately and will be reimbursed by the Employer against presentation of original documentation and receipts up to the amount stated in the Bills of Quantities/Price Schedules. Format of the application shall be agreed with the Engineer prior submission of the documents for payment to the Employer.</p>	<p style="text-align: center;">-</p>
<p>Sub-Clause 14.7</p>	
<p>Replace Sub-clauses (b) and (c):</p> <p>(b) the amount certified in each Interim Payment Certificate within 90 days after the Engineer receives the Statement and all supporting documents or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and</p> <p>(c) the amount certified in the Final Payment Certificate within 90 days after the Employer receives this Final Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 90 days after the date of notification of the suspension in accordance with Sub-Clause 16.2.</p> <p>The Contractor shall notify to the Employer, prior to any payment under the Contract, details of the bank account (s) nominated by the Contractor for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Contractor shall be made into the bank account (s) thus nominated by the Contractor.</p>	<p>Replace Sub-clauses (b) and (c):</p> <p>(b) the amount certified in each Interim Payment Certificate within 90 days after the Engineer receives the Statement and all supporting documents or, at a time when the Bank's grant, loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and</p> <p>(c) the amount certified in the Final Payment Certificate within 90 days after the Employer receives this Final Payment Certificate or, at a time when the Bank's grant, loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 90 days after the date of notification of the suspension in accordance with Sub-Clause 16.2.</p> <p>The Contractor shall notify to the Employer, prior to any payment under the Contract, details of the bank account (s) nominated by the Contractor for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Contractor shall be made into the bank account (s) thus nominated by the Contractor.</p>
<p>Sub-Clause 14.15</p>	
<p>The Contract Price shall be paid in EURO. In case when a transaction in EURO is not allowed by the Ukrainian legislation, e.g., transactions between Ukrainian's residents, payments shall be done in the Ukrainian Hryvnia (UAH).</p> <p>The exchange rate shall be in accordance with the National Bank of Ukraine (www.bank.gov.ua) at the date of:</p> <p>(i) Advance Payment Security issue;</p>	<p>The Contract Price shall be paid in EURO. In case when a transaction in EURO is not allowed by the Ukrainian legislation, e.g., transactions between Ukrainian's residents, payments shall be done in the Ukrainian Hryvnia (UAH).</p> <p>The exchange rate shall be in accordance with the National Bank of Ukraine (www.bank.gov.ua) at the date of:</p>

<p>(ii) Interim Payment Certificated accepted by the Employer;</p> <p>(iii) Taking-Over Certificate issue;</p> <p>(iii) Performance Certificate issue.</p>	<p>(i) Interim Payment Certificated accepted by the Employer;</p> <p>(ii) Taking-Over Certificate issue;</p> <p>(ii) Performance Certificate issue.</p>
<p>Sub-Clause 14.16</p>	
<p>Value Added Tax is payable in UAH only.</p> <p>Terms of payment of the VAT to the Contractor by the Employer shall not exceed the deadlines set in Sub-Clause 14.7 [Payment] for the corresponding payments.</p> <p>The Contractor shall notify the Employer prior to the payment of the VAT of the details of the Bank account specified by the Contractor for the payment of the VAT.</p> <p>The Foreign Contractor shall have or shall establish a registered representation in Ukraine, which has the status of the permanent representation (that is entitled to conduct economic operations, and is a payer of the income tax and a payer of the value added tax in Ukraine on a general basis). Payments related to the value added tax, in this case, shall be carried out through such representation.</p> <p>The amount of the payable VAT shall be determined based on the official exchange rate of the Ukrainian Hryvnia against the Euro set by the National Bank of Ukraine on the date of acceptance by the Employer of each Interim Payment Certificate and the Final Payment Certificate. For each Interim Payment Certificate the Contractor shall provide the Employer separate documents for calculating and paying the VAT, following agreed with the Engineer format and as required by the applicable Ukrainian Laws.</p>	<p>Value Added Tax is payable in UAH only.</p> <p>Materials/Equipment included in Price Schedules Part 2, shall be supplied from abroad and will be exempt from VAT and import customs duties.</p> <p>As no VAT and other public charges may be financed from the IFIs or Financial Contribution provided by the Donors, VAT on works shall be itemised separately in the Statements and will be either paid directly or reimbursed by the Employer against presentation of original documentation and receipts up.</p> <p>Terms of payment of the VAT to the Contractor by the Employer shall not exceed the deadlines set in Sub-Clause 14.7 [Payment] for the corresponding payments.</p> <p>The Contractor shall notify the Employer prior to the payment of the VAT of the details of the Bank account specified by the Contractor for the payment of the VAT.</p> <p>The Foreign Contractor shall have or shall establish a registered representation in Ukraine, which has the status of the permanent representation (that is entitled to conduct economic operations, and is a payer of the income tax and a payer of the value added tax in Ukraine on a general basis). Payments related to the value added tax, in this case, shall be carried out through such representation.</p> <p>The amount of the payable VAT shall be determined based on the official exchange rate of the Ukrainian Hryvnia against the Euro set by the National Bank of Ukraine on the date of acceptance by the Employer of each Interim Payment Certificate and the Final Payment Certificate. For each Interim Payment Certificate the Contractor shall provide the Employer separate documents for calculating and paying the VAT, following agreed with the Engineer format and as required by the applicable Ukrainian Laws.</p>
<p>Sub-Clause 21.1</p>	
<p>The Contractor shall be responsible for clearance through customs of the Goods imported to and exported from the Country, and shall bear all expenses related to this activity, including payment of all required taxes, duties and fees.</p> <p>The Contractor shall be responsible for any delays occurring in the process of customs clearance of the Goods, and shall bear all relevant expenses at his cost.</p>	<p>The Contractor shall be responsible for clearance through customs of the Goods imported and shall bear all expenses related to this activity.</p> <p>The Contractor shall be responsible for clearance through customs of the Goods exported from the Country and shall bear all expenses related to this activity, including payment of all required taxes, duties and fees.</p> <p>The Contractor shall be responsible for any delays occurring in the process of customs clearance of the Goods, and shall bear all relevant expenses at his cost.</p>

<p>The payment and repayment of taxes and duties shall be in the local currency UAH.</p>	
<p>Sub-Clause 21.2</p>	
<p>The Contractor is responsible to pay for custom and import duties. No part of the Goods shall be delivered to the Site until approval in writing has been obtained from the Engineer for such delivery. Upon shipment of each package or crate, three (3) copies of the shipping list shall be attached to the bill of lading and an additional copy shall be attached to the package or crate shipped. The Goods shall be delivered with complete assembly as far as possible to ensure that the installation or erection may be easily undertaken with the minimum of time and expense.</p>	<p>No part of the Goods shall be delivered to the Site until approval in writing has been obtained from the Engineer for such delivery. Upon shipment of each package or crate, three (3) copies of the shipping list shall be attached to the bill of lading and an additional copy shall be attached to the package or crate shipped. The Goods shall be delivered with complete assembly as far as possible to ensure that the installation or erection may be easily undertaken with the minimum of time and expense.</p>

3. Other terms and conditions of the Bidding Document remain unchanged.