

Project Title: Municipal Water Infrastructure Project Chernivtsi, Phase 1
(BMZ-No.: 201065614)

ICB No: 509491

ADDENDUM No 1

dated 05 June 2024

To the Bidding Document for

Rehabilitation and Modernisation of Raw Water Intake Mytkiv and Water Treatment
Plant Vikno – Line 3

Employer: Municipal Enterprise “Chernivtsivodokanal”

Country: Ukraine

Project Title: Municipal Water Infrastructure Project Chernivtsi, Phase 1 (BMZ-No.: 201065614)

Contract Title: Rehabilitation and Modernisation of Raw Water Intake Mytkiv and Water Treatment Plant
Vikno – Line 3

ICB No: 509491

ADDENDUM No 1
dated 05 June 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.1 was prepared.

This Addendum No.1 introduces changes to the Bidding Documents, namely:

- Invitation for Bids;
- Section II: Qualification and Bid Data Sheet;
- Section IV. Qualification and Bidding Forms;
- Section VII. Works Requirements;
- Section IX. Particular Conditions.

This Addendum No.1 shall constitute an integral part of Bidding Documents ICB No.: 510487 «Rehabilitation and Modernisation of Raw Water Intake Mytkiv and Water Treatment Plant Vikno – Line 3»

2. Amendments to Bidding Document.

2.1. Invitation for Bids

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
Qualification Documents and Bids must be delivered to the address indicated in the clause ITB 22.1 of the bidding documents on or before June 18, 2024 at 12:00 o'clock (noon) local time. Late qualification document and bids will be rejected.	Qualification Documents and Bids must be delivered to the address indicated in the clause ITB 22.1 of the bidding documents on or before July 09, 2024 at 12:00 o'clock (noon) local time. Late qualification document and bids will be rejected.
Works Launch Complex (LC) 1 - Mytkiv Surface Raw Water Intake	
<p>...</p> <p>Scope of Work for Launch Complex (LC) 1 includes but is not limited to:</p> <ul style="list-style-type: none"> - Preparation of the complete Detailed Design Stage R and conducting additional surveys as needed - Replacement of two existing pumping units D4000/100 (Q=4,000m³/h, H=100 m) (PUs) No. 1 and No. 4 by new pumps with hydraulic characteristics that shall provide safe, optimal performance and flexible operation of the water pumping regimes. Parameters of the new pumps to be installed as replacement of the existing units shall be as follows: <ul style="list-style-type: none"> PU No. 1 – Q = 2,450 m³/hour, H=90 m; PU No. 4 – Q = 2,000 m³/hour, H=90 m. - Design and supply one new frequency converter, which controls only one pump operation. <p>...</p>	<p>...</p> <p>Scope of Work for Launch Complex (LC) 1 includes but is not limited to:</p> <ul style="list-style-type: none"> - Preparation of the complete Detailed Design Stage R and conducting additional surveys as needed; - Replacement of two existing pumping units D4000/100 (Q=4,000m³/h, H=100 m) (PUs) No. 1 and No. 4 by new pumps with hydraulic characteristics that shall provide safe, optimal performance and flexible operation of the water pumping regimes. Parameters of the 2 (two) new pumps to be installed as replacement of the existing units No. 1 and No. 4 shall be as follows: Q = 2,450 m³/hour, H=90 m; - Design and supply of frequency converter for each new pump units. <p>...</p>

Works Launch Complex (LC) 2- Vikno Water Treatment Plant	
<p>...</p> <p>Scope of Work for Launch Complex (LC) 2 includes but not limited to:</p> <ul style="list-style-type: none"> - Preparation of the complete Detailed Design Stage R and conducting additional surveys as needed. - Replacement of two existing pump units TsN 3000-197 with new pumps Q = 2,100 m3/h, H = 152 m. - Design and install of the frequency converter that controls only one pump motor operation. <p>...</p>	<p>...</p> <p>Scope of Work for Launch Complex (LC) 2 includes but not limited to:</p> <ul style="list-style-type: none"> - Preparation of the complete Detailed Design Stage R and conducting additional surveys as needed. - Replacement of two existing pumping units TsN 3000-197 by new pumps with hydraulic characteristics that shall provide safe, optimal performance and flexible operation of the water pumping regimes. Parameters of the two new pumps to be installed as replacement of the existing units shall be as follows: Q = 2,100 m3/h, H = 152 m. - Design and supply of frequency converter for each pump units. <p>...</p>

2.2. 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	
-	<p>Please add sentence:</p> <p>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.</p>
ITB 11.1(b)(ii)	
<p>The following schedules shall be submitted with the Bid:</p> <ul style="list-style-type: none"> - Bill of Quantities in accordance with Section IV. Qualification and Bidding Forms <p>The technical bid must contain a well-founded Security Concept for the personnel of the construction firm working in the specific regional context of the Ukraine during the project. This concerns all personnel engaged for the performance of the service. The security concept is a mandatory and contractual element and must therefore be clearly presented in the technical bid and taken into account in the financial bid. The presentation of the security concept will be evaluated using the pass/fail method. The absence of a security concept will result in the exclusion of the bidder.</p>	<p>The following schedules shall be submitted with the Bid:</p> <ul style="list-style-type: none"> - Price Schedules in accordance with Section IV. Qualification and Bidding Forms. <p>In addition, the Bidder shall submit an Excel version of its Price Schedules as part of the Bid digital copy.</p> <p>The technical bid must contain a well-founded Security Concept for the personnel of the construction firm working in the specific regional context of the Ukraine during the project. This concerns all personnel engaged for the performance of the service. The security concept is a mandatory and contractual element and must therefore be clearly presented in the technical bid and taken into account in the financial bid. The presentation of the security concept will be evaluated using the pass/fail method. The absence of a security concept will result in the exclusion of the bidder.</p>
ITB 14.7	
<p>As no VAT, import duties and other public charges may be financed from the Financial Contribution provided by the Donors, all VAT, import duties and public charges on materials and equipment to be incorporated into the Works shall be itemised separately and will be either paid directly or</p>	<p>As no VAT and other public charges may be financed from the Loan or by other International Financing Institutions all VAT, import duties and public charges on materials and equipment to be incorporated into the Works shall be itemised separately and will be either paid directly or</p>

reimbursed by the Employer against presentation of original documentation and receipts up to the amount stated in the Contractor's Proposal.	reimbursed by the Employer against presentation of original documentation and receipts up to the amount stated in the Contractor's Proposal.
ITB 22.1	
<p>The Original Qualification Document and Bid and all copies shall be submitted not later than</p> <p>Date: June 18, 2024</p> <p>Time: 12.00, Ukrainian Time</p> <p>at the following address, which shall be the controlling address for the purposes of the timely submission of the Bid:</p> <p>Attention: H. Dudko</p> <p>Address: Municipal Enterprise Chernivtsivodokanal, Komunal'nykiv Str. 5</p> <p>City: Chernivtsi, 58023</p> <p>Country: Ukraine</p>	<p>The Original Qualification Document and Bid and all copies shall be submitted not later than</p> <p>Date: July 09, 2024</p> <p>Time: 12.00, Ukrainian Time</p> <p>at the following address, which shall be the controlling address for the purposes of the timely submission of the Bid:</p> <p>Attention: H. Dudko</p> <p>Address: Municipal Enterprise Chernivtsivodokanal, Komunal'nykiv Str. 5</p> <p>City: Chernivtsi, 58023</p> <p>Country: Ukraine</p>
ITB 25.1	
<p>The Qualification Document opening (first public session) shall take place at:</p> <p>Address: Municipal Enterprise Chernivtsivodokanal, Komunal'nykiv Str. 5</p> <p>City: Chernivtsi, 58023</p> <p>Country: Ukraine</p> <p>Date: June 18, 2024</p> <p>Time: 12:15 Ukrainian Time</p> <p>No minimum number of bids is required in order to proceed to bid opening.</p>	<p>The Qualification Document opening (first public session) shall take place at:</p> <p>Address: Municipal Enterprise Chernivtsivodokanal, Komunal'nykiv Str. 5</p> <p>City: Chernivtsi, 58023</p> <p>Country: Ukraine</p> <p>Date: July 09, 2024</p> <p>Time: 12:15 Ukrainian Time</p> <p>No minimum number of bids is required in order to proceed to bid opening.</p>

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

2.3.1 PREAMBLE AND SCHEDULE OF PRICES

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.1.

2.3.2 Form EQU: EQUIPMENT

Form EQU: Equipment, namely sub-clauses "A. Pumping Equipment at Mytkiv Pump Stations " and "B. Pumping Equipment at the Vikno Pump station" of the clause "PROPOSED MECHANICAL AND PROCESS EQUIPMENT SPECIFICATIONS" shall be amended and read as provided in Annex 2 to this Addendum No.1.

2.4. Amendments to Section VII. Works Requirements, Part A. Technical Specifications, A.1 General Technical Specifications

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.

2.4.1. Clause 2. Scope of Work, Services and Supplies

Original	Amended
2.1 General description of Scope of Works	
<p>...</p> <p>The Employer requests the experienced Contractor to undertake and perform the following measures:</p> <p>Construction/ Launch Complex (LC) 1 - Mytkiv Surface Raw Water Intake.</p>	<p>...</p> <p>The Employer requests the experienced Contractor to undertake and perform the following measures:</p> <p>Construction/ Launch Complex (LC) 1 - Mytkiv Surface Raw Water Intake.</p>

<ul style="list-style-type: none"> - Conducting Engineering surveys and additional measurements as needed to perform the requested Work. - Prepare Detailed Design (Stage R) following Design Documentation and solutions proposed and provided by the Employer. - Replacement of two existing pumping units (PUs) No. 1 and No. 2 by pumps (KSB or equivalent with following hydraulic characteristics) to provide optimal performance and flexibility of the hydraulic water main operation: PU No. 1 – Q = 2,450 m³/hour, H=90 m; Efficiency higher than 80% (pump + motor) PU No. 4 – Q = 2,000 m³/hour, H=90 m. Efficiency higher than 80% (pump + motor) - Design and provide for Pumping units operation frequency converter, which controls only one of the engines (pumping unit No. 4). <p>...</p> <p>Construction/ Launch Complex (LC) 2- Vikno Water Treatment Plant</p> <ul style="list-style-type: none"> - Conducting Engineering surveys and additional measurements as needed to perform the requested Work. - Prepare Detailed Design (Stage R) following Design Documentation and solutions proposed and provided by the Employer. - Replacement of two existing pump units (KSB pumps or equivalent) with new pumps having characteristic Q = 2,100 m³/h, H = 152 m; Efficiency higher than 80% (pump + motor) Design and install a frequency converter that controls only one pump motor. <p>...</p>	<ul style="list-style-type: none"> - Conducting Engineering surveys and additional measurements as needed to perform the requested Work. - Prepare Detailed Design (Stage R) following Design Documentation and solutions proposed and provided by the Employer. - Replacement of two existing pumping units (PUs) No. 1 and No. 4 by new pumps with following hydraulic characteristics Q = 2,450 m³/hour, H=90 m; Efficiency shall be higher than 80% (pump + motor) - Design and provide operation frequency converter for each Pumping units <p>...</p> <p>Construction/ Launch Complex (LC) 2- Vikno Water Treatment Plant</p> <ul style="list-style-type: none"> - Conducting Engineering surveys and additional measurements as needed to perform the requested Work. - Prepare Detailed Design (Stage R) following Design Documentation and solutions proposed and provided by the Employer. - Replacement of two existing pump units TsN 3000-197 with new pumps with following hydraulic characteristics Q = 2,100 m³/h, H = 152 m; Efficiency shall be higher than 80% (pump + motor) - Design and provide operation frequency converter for each Pumping units <p>...</p>
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2.5. Amendments to Section VII. Works Requirements, Part A. Technical Specifications, A.3 Specifications for Mechanical Works

2.1.4 (Multistage) Vertical Centrifugal Pumps	
Original	Amended
<p>Design Requirements</p> <p>Unless otherwise specified, the pumps shall be designed to have stable head/discharge characteristic so as to avoid large changes of discharge with small changes of head.</p> <p>The pump motor shall be a maximum of 1,500 rpm.</p>	<p>Design Requirements</p> <p>Unless otherwise specified, the pumps shall be designed to have stable head/discharge characteristic so as to avoid large changes of discharge with small changes of head.</p> <p>The speed of rotation of the pumping units shall be 750 rpm.</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	
<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>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>Add the following new sentence to the end of paragraph 14.1 (b)</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>
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.</p> <p>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 and the Design by the Central Service of the State Enterprise "Ukrderzhbudekspertiza" or other Authorized institution if so required.</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 Employer's Design) that enables the Contractor to</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 Employer's Design) that enables the Contractor to receive all needed coordination's including State</p>

<p>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>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"> - Loan funds for payment of the works performed - Employer funds for payment VAT
<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, all needed surveys, measurements and be responsible for, the detailed design of the Works as specified and in accordance with the Works Requirements, General and Particular Technical Specifications and Drawings that are part of the Contract. The Contractor shall prepare Detailed Design Stage R and if needed also Stage P.</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, all needed surveys, measurements and be responsible for, the detailed design of the Works as specified and in accordance with the Works Requirements, General and Particular Technical Specifications and Drawings that are part of the Contract. The Contractor shall prepare Detailed Design Stage R and if needed also Stage P.</p>

<p>No claims will be accepted about potential discrepancies or missing information in the documents provided by the Employer.</p> <p>Detailed design to include also all needed calculations to secure proper and safe operation of all mechanical and electrical installations to be replaced in the related facilities, pipelines, manholes construction outside of the facilities including works related to reconstruction of existing buildings and replacement of the filter material.</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.</p> <p>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.</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>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 Contractor shall give within 14</p>	<p>No claims will be accepted about potential discrepancies or missing information in the documents provided by the Employer.</p> <p>Detailed design to include also all needed calculations to secure proper and safe operation of all mechanical and electrical installations to be replaced in the related facilities, pipelines, manholes construction outside of the facilities including works related to reconstruction of existing buildings and replacement of the filter material.</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.</p> <p>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.</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>Upon receiving notice under sub-clause 8.1 (Commencement of Works), the Contractor shall scrutinise the Particular Technical Specifications (regarding the Permanent Works to be designed) and The Contractor shall give within 14 days</p>
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days notice from Commencement Date to the Engineer of any misinterpretations found in the Technical Specifications related to the pumps, valves, fittings compared to the solutions described on the Drawings making also reference to these items with results of comparison.

The Contractor shall follow in the Detailed Design (Stage R) preparation the requirements set in the Technical Specifications .

If and to the extent that (taking into account of cost and time) an experienced Contractor exercising due care would have discovered the defect when examining the Site, the Works requirements (Technical Specifications including Drawings and Supplementary information) before submitting his bid, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.

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:

For the part of the Permanent Works to be designed by the Contractor:

(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;

(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.

(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]."

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(Technical specifications).

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

notice from Commencement Date to the Engineer of any misinterpretations found in the Technical Specifications related to the pumps, valves, fittings compared to the solutions described on the Drawings making also reference to these items with results of comparison.

The Contractor shall follow in the Detailed Design (Stage R) preparation the requirements set in the Technical Specifications .

If and to the extent that (taking into account of cost and time) an experienced Contractor exercising due care would have discovered the defect when examining the Site, the Works requirements (Technical Specifications including Drawings and Supplementary information) before submitting his bid, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.

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:

For Permanent Works to be designed by the Contractor:

(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;

(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.

(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]."

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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

<p>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:</p> <p>In case of change of technical decisions stated in Stage P design – Contractor will be responsible for correction of such stage of the design and receiving of positive conclusion from the State Expertise</p> <p>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>Add at the end of the first paragraph:</p> <p>“The Contractor’s design shall comprise the Execution Designs and Drawings as defined in Sub-Clause 1.1.1.11. The Contractor shall provide the following documents as part of the Contract:</p> <ul style="list-style-type: none"> - As-Built Drawings to be approved by the Engineer prior to Taking-Over of the Works, as defined in Sub-Clause 1.1.1.12; - Operation and Maintenance Manuals, as defined in Sub-Clause 1.1.1.13; and - Functional Design Specifications, as defined in Sub-Clause 1.1.1.4.” <p>Insert the following at the end of the 2nd paragraph:</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>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:</p> <p>In case of change of technical decisions stated in Stage P design – Contractor will be responsible for correction of such stage of the design and receiving of positive conclusion from the State Expertise</p> <p>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>Add at the end of the first paragraph:</p> <p>“The Contractor’s design shall comprise the Execution Designs and Drawings as defined in Sub-Clause 1.1.1.11. The Contractor shall provide the following documents as part of the Contract:</p> <ul style="list-style-type: none"> - As-Built Drawings to be approved by the Engineer prior to Taking-Over of the Works, as defined in Sub-Clause 1.1.1.12; - Operation and Maintenance Manuals, as defined in Sub-Clause 1.1.1.13; and - Functional Design Specifications, as defined in Sub-Clause 1.1.1.4.”
<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>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>

(i) Advance Payment Security issue; (ii) Interim Payment Certificated accepted by the Employer; (iii) Taking-Over Certificate issue; (iv) Performance Certificate issue.	(i) Interim Payment Certificated accepted by the Employer; (ii) Taking-Over Certificate issue; (iii) Performance Certificate issue.
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3. Other terms and conditions of the Bidding Document remain unchanged.