

Economic Development and Integration Department
the Executive Committee of Ivano-Frankivsk City Council

CONFIRMED
President of Tender Committee

Seal

Bohdan Bilyk

(The minutes: Ref. No. 6. Date: 6th September 2011)

TENDER

for

the Purchase of
Tanks, Containers, Vessels, and Garbage Cans
(28.21.1)

TENDER DOCUMENTS

TENDER DOCUMENTS FOR THE PURCHASE
Advertised International Tender

I. General Provisions	
1	2
1. Tender Notions	Tender documents are drawn up in compliance with practices. The notions are defined and interpreted by Law.
2. Contracting Authority	
Name	Economic Development and Integration Department the Executive Committee of Ivano-Frankivsk City Council
Address	Hrushevskoho St. 21 Ivano-Frankivsk 76004
Contact Person	Mykola Koval (Mr.) Chief Specialist of Industry and Investment Support Division Tel/fax 0342 55 19 55.
3. Bargain	
Subject	Tanks, containers, vessels, and garbage cans (28.21.1)
Type	Products
City and Quantity	the City of Ivano-Frankivsk 600 items
Term	November-December 2011
4. Procedure	Advertised International Tender
5. Equality	Both Ukrainian and oversea Participants are vested equal rights
6. Currency	UAH
7. Working Language	Ukrainian shall be a working language. Notwithstanding the statement, the Contracting Authority may agree upon translating into a language. Ukrainian shall be binding. The documents stated in Article 10: Part 4 shall be drawn up in Ukrainian and English. The texts are to be original. Ukrainian copy shall be binding.
II. Amendments, Notes, and Clarification	
1. Clarification Procedure	<p>If any ambiguities or inaccuracies occur, the Participant shall contact the Contracting Authority well in advance of the deadline. The term constitutes ten days.</p> <p>The Contracting Authority shall take a three-day time to provide explanations. All the individuals shall receive new documents.</p> <p>The Contracting Authority may either initiate or confirm the amendments. It can postpone the deadline for seven days and should send a new copy to the Participants.</p> <p>Herein the Contracting Authority amends some provisions and postpones the due date. If the Contracting Authority fails to submit a new copy or reacts overdue, the deadline shall be postponed for seven days. A note should be sent to the Participants. Article 10 regulates publicity matters.</p>

2. Workshops	If such a workshop is held, the Contracting Authority shall record the minutes and send the copy to all the Participants. Article 10 regulates publicity matters.
III. Preparatory Stage	
<p>Note: This does not correspond to the entities which have no official seal. Registered copies or original documents, issued by another organization, constitute a case.</p>	<p>The Proposal shall be drawn up in writing. It shall be signed, pierced, numerated, and sealed. The Proposal is enclosed in a stamped envelope. A Participant should propose only once.</p> <p>All the pages shall be numerated, signed, and sealed*. The authority to sign is set out in minutes transcripts, commissions, powers of attorney, or other authorization.</p> <p>The Proposal shall be enclosed in one envelope. The latter shall be stamped at the overlaps*. The following information on the Contracting Authority shall be stated:</p> <p style="padding-left: 40px;">Name, city, and organization Tender subject</p> <p>Participant:</p> <p style="padding-left: 40px;">Name City and address ID number Tel. and mob.</p> <p>Note: DO NOT OPEN TILL THE OPENING SESSION ON 20th OCTOBER 2011. Due time is 10 a.m..</p>
2. Proposal Content	<p>The Proposal shall comply with Tender regulations.</p> <p>The Proposal package shall include</p> <p style="padding-left: 40px;">Initiative Data on appraisal Agreement to Technical Specifications Agreement to General Provisions</p> <p>The authority to sign is set out in minutes transcripts, commissions, powers of attorney, or other authorization.</p>
3. Proposal Fee	N/A
4. Reimbursement or Failure of Fee Return	N/A
5. Validity	<p>The Proposals are valid for 90 days. The Contracting Authority shall insist on Proposal extension.</p> <p>The Participant has the right to</p> <p style="padding-left: 40px;">Decline the request, with Proposal fee retained or Confirm the request, with Proposal extension. The fee is retained for a new term.</p>

<p>6. Hallmarks Imposed on Participants</p>	<p>The Contracting Authority shall call for the following papers: Certificate of Equipment and Other Mechanisms Availability Certificate of Staff Qualifications Proof of any previous participation: Copies of Contracts (three and more) Copy of Statement Copy of Accounting Reports Copy of Cash Flow Reports Valid original Certificate of Regular Tax Payment Bank Certificate of Loan Debts/Failure of Loan Debts Certificate of Financial Credibility issued one month before the Tender Copy of Statute Copy of Registration Certificate of legal entity/individual Copy of the Certificate issued by UA State Register of Entrepreneurs and Organizations.</p>
<p>7. Technical Specifications for the Subject: Quality and Performances</p>	<p>A copy of the Proposal shall be printed out and signed by manager. The official seal of the Participant shall be applied. The price is net. VAT is not applicable. The price shall remain fixed for the Proposal period.</p>
<p>8. Performances of the Integral Part Which Can be Redesigned</p>	
<p>9. Amending and Recalling by the Participant</p>	<p>The Participant retains the right either to amend or recall own Proposal well in advance of the deadline. Such actions are regarded as they are if they are taken well in advance of the deadline.</p>
<p>IV. Submitting and Opening</p>	
<p>1. Proposal: How</p>	<p>By mail or in person</p>
<p>Where</p>	<p>Office 409 Hrushevskoho St. 21 Ivano-Frankivsk 76004</p>
<p>When (Date and Time)</p>	<p>20th October 2011 shall be the deadline. 9 a.m. (Kyiv time) is a due. Overdue Proposals shall not be opened but returned to the Participants. If applicable, the Contracting Authority shall verify the Proposal and state the date and time. It shall be done within one day.</p>
<p>2. Where</p>	<p>Office 409 Hrushevskoho St. 21 Ivano-Frankivsk 76004</p>

<p>When: Date and Time</p>	<p>Opening session is scheduled on 20th October 2011. The procedure starts at 10 a.m. (Kyiv time).</p> <p>The Participants/their Proxies are allowed to watch the opening session. If a Participant/Proxy cannot attend the opening session, the Contracting Authority shall consider the Proposal anyway.</p> <p>The powers of the Proxy are set out in minutes transcript, commission, powers of attorney, or other authorization. A passport shall be an obligatory ID document.</p> <p>The Contracting Authority shall check out each document package, call the name and city of a Participant, and announce every proposed price. The information is set out in the minutes on Tender opening procedure. The preceding document is drawn up on the very opening day and in compliance with format regulations. Ministry of Economy of Ukraine reveals the latter.</p> <p>The minutes are signed by the attending Participants and the members of the Tender Committee.</p> <p>The copy of the minutes, signed by the head of the Tender Committee and sealed by the Contracting Authority, shall be sent to a willing Participant after a respective request has been filed. The action shall be taken within one workday. Article 10 regulates publicity.</p>
<p>V. Assessment and Winner Announcement</p>	
<p>1. Assessment: Criteria, Technique, and Specific Quantity</p>	<p>PRICE shall be a fundamental criterion.</p> <p>General: $Q_{\max} = 100$ points The Proposals shall follow in a surpassing way The Participant with top points shall be a winner.</p> <p>The technique itself: Top points go to the Proposal with the lowest PRICE. Other points are calculated in the following way: $Pt_{\text{total}} = Pr_{\text{min}} / Pr_{\text{calculated}} \times 100$. Here, 'Pt_{total}' means total score, 'Pr_{min}' stands for the lowest PRICE, 'Pr_{calculated}' marks the estimated operating criterion of the Proposal, and '100' substitutes for Q_{\max}.</p> <p>Assessment and winner announcement shall be performed within twenty days after the opening session has been held.</p> <p>If the Contracting Authority wants to simplify assessment and procedure, it may ask the Participant to clarify any statements.</p> <p>Both the Contracting Authority and the Participants may initiate negotiations on Proposal content or PRICE.</p>
<p>2. Rectification of Calculations</p>	<p>The Contracting Authority can rectify any poor calculations if errors are apparent at assessment stage. The Participant shall agree to the procedure in writing. The rectification process is set out herein.</p> <p>The Contracting Authority shall state the conditions and procedure itself. If the Participant objects to the rectification, its Proposal is rejected.</p>
<p>3. Other Data</p>	<p>The Contracting Authority can give any other important information. Such an action shall be taken in compliance with laws.</p>
<p>4. Rejection</p>	<p>The Contracting Authority may reject a Proposal if</p>

Conclude the Agreement	A no shall be filed in writing. If the Participant frustrates the Purchase Agreement, the Contracting Authority shall agree upon the most beneficial valid Proposal for a second time.
4. Fees for Agreement Execution	N/A
5. Claims	<p>A Participant preserves the right to claim the Contracting Authority if the purchase procedure is illegal or full of infringements.</p> <p>Article 18 regulates claiming.</p> <p>If any claims occur, the Participant shall apply to a regulatory body.</p> <p>The latter can suspend the purchase procedure for a pending term. The precedent may be either the claim or the judgment of the body. The regulatory body shall inform the State Treasury of Ukraine, the editorial committee of the special state periodical on public purchase, the Contracting Authority, and plaintiff about the suspension within one workday.</p> <p>If suspension, the Contracting Authority shall not take any actions or make decisions regarding purchase and agreement concluding.</p> <p>The regulatory body shall announce its judgment within 30 workdays. It shall state whether the claim is allowed or half-met, overruled or dismissed.</p>

List of Documents
Which a Participant Shall Submit

<p>1. Legal Documents to Prove Own Activity</p> <p>Other Documents</p>	<p>1.1. Copy of the Statute or any other declarative paper.</p> <p>1.2. Copy of the Certificate issued by UA State Register of Entrepreneurs and Organizations.</p> <p>1.3. Copy of Registration Certificate.</p> <p>1.4. Power of attorney or other authorization paper for the Proxy.</p> <p>1.5. Individuals: Copy of passport.</p> <p>1.6. Individuals: Copy of ID number certificate.</p>
<p>2. Documents to Prove Financial Credibility</p>	<p>2.1. Copy of Tax Payer Certificate.</p> <p>2.2. Copy of VAT Payer Registry Certificate/Copy of Single-Tax Payer Certificate.</p> <p>2.1. The valid original or registered copy of Financial Credibility Certificate issued by the Tax Inspection.</p>
<p>3. Documents to Certify the Data on Equipment and Other Mechanisms, and Efficient personnel</p>	<p>3.1. Own Certificate of Equipment and Other Mechanism Installation and Operation.</p> <p>3.2. Own Certificate of Personnel Hired.</p>
<p>4. Documents to Show Financial Turnover</p>	<p>4.1. Copy of Quarterly Statement (F1 Balance Sheet).</p> <p>4.2. Copy of Quarterly Report on Financial Situation (F2 Sheet).</p> <p>4.3. Copy of Quarterly Report on Cash Flows (F3 Sheet).</p> <p>4.4. The original or registered copy of Bank Loans Certificate. The paper shall be produced two weeks before the opening session due date.</p>
<p>5. Documents to Prove Past Participation in Like Tenders</p>	<p>5.1. A certificate shall be submitted. The following information shall be stated:</p> <p>Name of Partner</p> <p>Address, telephone, and name of the person in charge of Agreement execution</p> <p>Subject</p> <p>Funds</p> <p>Deadline</p> <p>5.2. Copies of the like agreements (two or more).</p>
<p>6. Documents to Prove Credibility</p>	<p>6.1. The original or registered copy of Credibility Certificate shall be submitted. The paper shall be produced two weeks before the opening session due date.</p>
<p>7. Other Documents</p>	<p>7.1. Enterprise Certificate shall include</p> <p>a) company details, i.e. registry address and place of work, tel., and fax;</p> <p>b) data on management, i.e name, position, and tel;</p> <p>c) the information on form of property and legal status.</p> <p>The last two correspond to entities.</p> <p>7.2. Criminal Record on the Participant shall be submitted. It is important to state whether the Participant has ever violated the provisions of a purchase agreement or bribed the Contracting Authority. If the criminal case is pending, it shall be stated in papers too. The record shall be made in a free form.</p>

** Notes:*

a) The originals issued by other institutions shall be submitted as they are, while the rest of the documents shall be registered.

b) The Contracting Authority may ask a referee either to confirm or refute the presented information. Here, local and national authorities, enterprises, institutions, and organizations are the referees.

The Contracting Authority shall reject the Proposal if the Participant does not qualify or the provisions of Article 17: Part 1 enter into force. The same action shall be taken if the Participant has provided counterfeit data.

c) Entities, entrepreneurs and other individuals shall submit the documents predetermined by Ukrainian laws.

SAMPLE

the Proposal
A Participant shall abide by the form

THE PROPOSAL
The text shall be printed out with a letter-head

AAA Company will submit the Proposal in response to the Advertised Tender for the Purchase of Tanks, Containers, Vessels, and Garbage Cans (28.21.1).

Having studied the Tender Documents and scanned the Technical Specifications, the Company agrees to comply with the requirements and conclude the Agreement with the Contracting Authority. Funds constitute XXX UAH (net).

1. The Tender Documents and the Proposal itself shall be regarded as Provisional Agreement. This should be as is unless the Proposal is accepted. Here, the latter must meet all the requirements. As soon as the Proposal is accepted, the Company shall undertake the obligations and execute the Purchase Agreement.

2. After the opening session has been held, the Company shall abide by the provisions of the Proposal for 90 days. The Proposal is obligatory, and the Contracting Authority can accept it any time before the due date.

3. The Company agrees to the fact that the Contracting Authority can reject either particular Proposal or all the Proposals in accordance with the Tender Documents. The Company is aware of the fact that the Contracting Authority can accept a most beneficial Proposal.

4. If the Proposal is accepted, the Company and the Contracting Authority shall conclude the Purchase Agreement. The action must be taken on the 14th day or so since an advert is published in the special state periodical on purchase matters. Here, the due term shall be 30 workdays.

5. The warranty period of movable elements shall constitute 24 months. The length of warranty of sheeting shall be 36 months. The periods are valid as soon as the Handover Act is drawn.

The Proxy: Position and name

The official seal shall be applied.

Essence of the Purchase Agreement
Principal Conditions

1. When the request has been received, the Participant shall deliver in batches during five workdays. The quantity and terms should be stated in the paper. December 12th, 2011 shall be the due date of the last delivery.

2. A negotiated price is set in UAH. It shall be fixed.

3. If the items are delivered, the checks shall be paid by installments during ten workdays. Consignment notes and the Handover Act are binding documents.

4. If the Participant does not keep within the terms, it shall pay the forfeit for each day of delay. This shall mean a double and an agreed rate, estimated by the National Bank of Ukraine. The Participant is not discharged within this context. Furthermore, the Participant shall pay a late payment fee which estimates 0.5 % of the items value for each day. This should last till the default on obligations stops being true.

As soon as the Agreement has been concluded, it binds the Parties. The latter shall execute the Purchase Agreement properly. The provisions are valid for the whole term of the document.

5. The Participant sets the warranty period of the items. Such a term should last for 24 months. If any malfunction occurs, the Participant shall pay for the maintenance.

6. The provisions of the Purchase Agreement shall correspond with the ones of the chosen Proposal. The essence of the Purchase Agreement shall remain the same but other in particular cases. The latter are determined in advance. The regulatory body and the Ministry of Economy shall confirm the specifics.

7. Advance payment shall not be granted.

8. The Contracting Authority preserves the right to

a) refuse from the batch if the items are defected and cannot operate up to the goals. This statement is true if the Participant fails to repair the items;

b) free maintenance if the provisions of the Purchase Agreement are violated. Here, the Participant shall reimburse the damage;

c) stop executing the Purchase Agreement well in advance of the last delivery. If this is true, the Participant shall be paid for the delivered items;

d) rescind the Purchase Agreement and apply for refunding if the Participant fails to provide due deliveries.

9. The Purchase Agreement is valid from the day of signing till 31st December 2011.

10. The Participant guarantees to comply with the Technical Specifications. Furthermore, it shall provide warranty service.

AGREEMENT
on
Public Purchase

The City of Ivano-Frankivsk

.DDMM 2011

The Agreement on Public Purchase (hereinafter referred to as the Agreement) is concluded between Bohdan Bilyk, the head of the Economic Development and Integration Department of City Council Executive Committee (hereinafter referred to as the Contracting Authority), and _____

(the Participant)

(Position and Name)

(hereinafter referred to as the Participant). The regulating documents are as they follow:

The Declarative Act for the Contracting Authority

_____ for the Participant

(Name of Document, Ref. No, Date, and Other Details)

The subjects may be referred to as the Parties collectively.

Whereas

- a) The Participant shall supply tanks, containers, vessels, and garbage cans (28.21.1) in compliance with the Technical Specifications. (See Annex 5.) The Contracting Authority shall receive and pay for the items.
- b) The tanks, containers, vessels, and garbage cans are the items (28.21.1). The purchase of 600 vessels shall be held.
- c) The quantity can be much reduced due to funding.

Article 1 The Quality of Items or Others

1. The Participant shall provide the Contracting Authority with high-quality production up to the Technical Specifications.

Article 2 Price

2.1 The net price shall be _____ UAH. Here, VAT is not included.

2.2 If the Parties conclude, the price may be leveled down.

Article 3 Payment Procedure

3.1 The Contracting Authority shall pay in installments during ten workdays after the items have been delivered. Consignment notes and the Handover Act are binding documents.

Article 4 Delivery

4.1 The items shall be delivered within a period of November-December 2011. The Contracting Authority should determine the terms and notify the Participant. Here, the delivery shall be provided within five workdays. December 12th, 2011 shall be the due date of the last delivery.

4.2 Ivano-Frankivsk shall be the place of destination.

Article 5 Rights and Obligations

5.1 The Contracting Authority shall

- a) pay for the items totally and on time;
- b) abide by the Handover Act.

5.2 The Contracting Authority has the right to

- a) terminate the Agreement well in advance if the Participant fails to fulfil the obligations. A special notification shall be given five days before the action is taken;
- b) monitor the terms of deliveries;
- c) reduce a batch in number if the funds are limited. Here, the Parties shall amend the respective provisions;
- d) refuse from the batch if the items are defected and cannot operate up to the goals. This statement is true if the Participant fails to repair the items;
- e) free maintenance if the provisions of the Purchase Agreement are violated. Here, the Participant shall reimburse the damage;
- f) stop executing the Purchase Agreement well in advance of the last delivery. If this is true, the Participant shall be paid for the delivered items;
- g) rescind the Purchase Agreement and apply for refunding if the Participant fails to provide due deliveries.

5.3 The Participant shall

- a) deliver the items on time;
- b) provide the Contracting Authority with high-quality production up to the Technical Specifications;
- c) pay for maintenance if there is any. It is true for the whole warranty period.

5.4 The Participant has the right to

- a) get total and due payments;
- b) long-term deliveries if the Contracting Authority approves of the fact;
- c) terminate the Agreement well in advance if the Contracting Authority fails to fulfil the obligations. A special notification shall be given one month before the action is taken.

Article 6 Liability

6.1 If the Parties fail to fulfil the obligations or execute the Agreement in a proper way, they shall be liable in compliance with laws and the Agreement.

6.2 If the Participant fails to fulfil the obligations or execute the Agreement in a proper way, it shall pay fines.

Article 7 Force Majeure

7.1 The Parties shall be discharged if force majeure provisions enter into force. Here, force majeure shall mean any accident, catastrophe, calamity, pestilence, epizooty, war, and other.

7.2 Be force majeure true, the Party shall inform the Other about the case within 30 workdays. A special notification shall be given in writing.

7.3 Be force majeure true, the regulatory bodies shall confirm the fact by issuing respective documents.

7.4 If the validity of force majeure is over 90 days, the Parties may terminate the Agreement.

Article 8 Disputes

8.1 The Parties shall hold negotiations and give consultations in order to solve the disputes.

8.2 If the opposite, the case shall be tried in the court.

Article 9 Termination

9.1 The Agreement shall be valid from the day of signing till 31st December 2011.

9.2 Two copies of the Agreement shall be made. Both the copies shall be valid in the like way.

XI. Other Conditions

XII. Annexes

Annex 5 Technical Specifications shall be an integral part of the Agreement

XIII. Place and Bankers

The Contracting Authority
Economic Development and Integration Department
Executive Committee of Ivano-Frankivsk City Council
ID number 36732642
Hrushevskoho St. 21
the City of Ivano-Frankivsk
76004
Tel. 55-18-96, Fax. 55-19-55
Settlement account 35420003003235
the State Treasury of Ukraine
Ivano-Frankivsk Branch Office
MFO 836014


The Participant

Head of Department

The official seal is applied
/signature/

Bohdan Bilyk

Technical Specifications
for
Tanks, Containers, Vessels, and Garbage Cans (28.21.1)
(CLA equivalent is 1100L)

No.	Performances	Specs
1.	Capacity	1100 liters
2.	Max. Cargo	500 kg
3.	Size	1360×1055×1440 mm
4.	Normality	EN 840-3, -6
5.	Top	A movable, reinforced, solid and spherical cover of garbage cans 
6.	Body	Galvanized steel DCO1/DD 11; DIN normality; welded walls; steel pipes as frame
7.	Cover	Galvanized steel DCO1/DD 11; DIN normality; painting confirmed by Ministry of Construction, Architecture, and Housing of Ukraine (Decree: Ref. No. 407, December 11 th , 2006) The cover is reinforced and spherical, with an opening stop-up to half or flat
8.	Material	Galvanized steel DCO1/DD 11; DIN normality
9.	Bottom	Drain with a plug for moisture and detergents release during sanitary disposal works
10.	Cover Colour	Grey
11.	Quantity	600 items
12.	Handles	Lateral; manual transportation
13.	Wheels	Quantity: four
		Features: Two front wheels with brakes
		Two rear wheels with guiding mechanism
		Diameter: 200 mm
14.	Steel Thickness	Body: Lateral walls (1.5 mm) Front and back walls (1.25 mm) Bottom (1.25 mm)
		Cover: Sheetting (1.25 mm)
15.	Tare Weight	110 kg
16.	Galvanization Thickness	75-90 microns
17.	Holder	Supporting bracket, and ledge
18.	Seal	Double rubber seal with waterproof and hand-safety functions