

Public Joint-Stock Company "JSC Scientific Institute of Radio-Engineering Measurements"

APPROVED BY
Minutes of the meeting of the tender committee

No. 31 dated 29.02 2012

Head of the Tender Committee

_____ /Malafeyev E.E./



TENDER DOCUMENTATION

for procurement of

NATURAL GAS
(natural gas)

Code 11.10.2.

OPEN TENDER

Kharkiv

2012

Section I. General provisions	
1	2
1. Terms used in Tender Documentation	The tender documentation is developed in pursuance of requirements of the Law of Ukraine «On Government Procurement» No. 2289-VI dated 01.06.2010 (hereinafter – the Law). The terms used in this tender documentation shall be used in the meaning as defined by the Law.
2. Tender Customer Information	
- Full name	Public Joint-Stock Company «Joint-Stock Company Scientific Research Institute of Radio Engineering Measurements»
- Location	271, Akademika Pavlova Street, Kharkiv, 61054, Ukraine
- Customer's official authorised to contact tenderers	Kotlyarov Oleksiy Veniaminovich Chief eEngineer, Deputy Director for Labour Protection 271, Akademika Pavlova Street, Kharkiv, Tel.: (057) 739-02-40, Fax: (057) 738-41-12 E-mail: kotlyarov@niiri.kharkov.com
3. Procurement Item Information	
- Procurement item description	11.10.2 natural gas
- Procurement type	Goods
- Place, quantity, volume of goods supply (services provision, work performance)	Kharkiv, at the Customer's location, Supply volume 1132 ths. cub.m
- Period of goods delivery (services provision, work performance)	During May 2012 - April 2013
4. Procurement procedure	Open tender
5. Nondiscrimination of tenderers	Domestic and foreign tenderers take part in procurement procedure on equal terms.
6. Information on currency, in which a tender offer price shall be calculated and quoted	Hryvnia is currency of the tender offer.
7. Information on tender documentation language	<p>During the procurement procedure, all documents prepared by the customer shall be in Ukrainian, and, by decision of the customer, all documents can be simultaneously authentically translated into another language. The text in Ukrainian shall be defining.</p> <p>All documents related to the tender offer and prepared directly by the tenderer, should be made in Ukrainian.</p> <p>The original documents of non-resident tenderers can be prepared in the original language and have authentic translation into Ukrainian, bearing the tenderer's authorised signature and seal.</p> <p>The text in Ukrainian language is defining in the documents.</p>
Section 2. Procedure for amending and giving explanations to the tender documentation	
1. Procedure of giving	The tenderer who received the tender documentation shall have the right to request

<p>explanations concerning tender documentation</p>	<p>from the customer explanations concerning the tender documentation not later than 10 days prior to the deadline of the tender offers submittal.</p> <p>The customer should give explanations to all persons to whom the tender documentation has been given on request within three days from the date of receipt thereof.</p> <p>The customer shall have the right, on its own initiative or by results of inquiries, to make changes to the tender documentation and extend the period of submittal and opening of tender offers for at least seven days, and to notify of the said changes in writing all persons to which the tender documentation was given within one working day from the date of taking a decision about making the said changes.</p> <p>In case of untimely presentation by the customer of explanations concerning the maintenance of the tender documentation or untimely making changes to it, the customer should extend the period of submittal and opening of tender offers for at least seven days and notify about that all persons to whom the tender documentation was given.</p> <p>The above information shall be announced by the customer according to Article 10 of the Law.</p>
<p>2. Procedure for holding meetings for giving explanations to inquiries concerning tender documentation</p>	<p>In case of holding meetings for the purpose of giving explanations to any inquiries concerning the tender documentation, the customer shall provide for keeping minutes of such meetings with a statement in it of all explanations concerning inquiries, and shall send it to all persons to whom the tender documentation was given, whether they are present at the meeting or not.</p> <p>The above information shall be announced by the customer according to Article 10 of the Law.</p>
<p>Section 3. Preparation of tender offers</p>	
<p>1. Registration of the tender offer *This requirement shall not apply to tenderers who carry out their activity without a seal according to the current legislation, except for originals or notarized documents issued to the tenderer by other organisations (enterprises, institutions).</p>	<p>The tender offer shall be submitted in writing, signed by the authorised official of the tenderer, sewed together, numbered and sealed* in the sealed envelope.</p> <p>A tenderer shall have the right to submit only one tender offer.</p> <p>A tenderer shall submit a tender offer for the procurement item as a whole.</p> <p>All pages of the tender offer shall be numbered and bear a signature of the authorized official of the tenderer and a seal*.</p> <p>The authorities concerning the signature of the documents of the tenderer's tender offer shall be confirmed by an extract from the minutes of the meeting of founders, a letter of appointment, a power of attorney or other document confirming the tenderer's official powers to sign documents.</p> <p>The tender offer shall be sealed in one envelope, bearing the tenderer's seal on the places of gluing.</p> <p>There shall be the following information stated on the envelope:</p> <ul style="list-style-type: none"> - Full name and the address of the customer; - The name of a procurement item according to the open tender announcement; - The tenderer's full name, his address (location), an identification code according to Unified state register of enterprises and organizations of Ukraine (USREOU), contact phone numbers; - Marking: «Do not to open before 12.04.2012, 11-00 a.m. Kyiv time». <p>If the envelope is not sealed or marked according to the above-stated requirements, it shall not be the ground for rejection of the tenderer' offer, and the Customer shall not bear responsibility for r premature opening of the offer.</p>
<p>2. Content of the tender offer</p>	<p>The offer of the tenderer should consist from:</p> <ul style="list-style-type: none"> - Documents which confirm the power of the official or the representative of the tenderer concerning the signature of the documents of the offer; - Documentary acknowledgement of conformity of the offer of the tenderer to

	<p>technical, qualitative, quantitative and other requirements in the procurement item, the established by the customer in the Appendix 2 in the given documentation of the tender;</p> <ul style="list-style-type: none"> - Documentary confirmed information on their conformity to the qualifying criteria, resulted in item 6 of the given section; - Filled form «Offer of the tender», resulted in the Appendix 1 to the given documentation of the tender; - Documentary acknowledgement of the tenderer agreement concerning the important terms of the contract (in the form of the contract draft, which important terms meets the terms in the contract form of the Appendix 3 for the present documentation of the tender)
<p>3. Collateral of the tender offer</p>	<p>Collateral of the tender offer is not required.</p>
<p>4. Conditions of return or non-return of the tender offer collateral</p>	<p>Collateral of the tender offer is not required.</p>
<p>5. Tender offers' validity period</p>	<p>Tender offers shall be considered valid within 90 days from the date of the tender offers opening.</p> <p>Before the expiration of this period, the customer shall have the right to demand from tenderers to extend the tender offer validity period.</p> <p>The tenderer shall have the right:</p> <ul style="list-style-type: none"> - To reject such requirement; - To agree with the requirement and to extend the validity period of the tender offer submitted by it.
<p>6. Qualifying criteria for the tenderers</p>	<p>The customer demands from the tenderers submittal of documented information about their compliance with qualifying criteria. To participate in the procurement procedure, the tenderes shall meet the following qualifying criteria that shall be certified by the following documents:</p> <ol style="list-style-type: none"> 1. Availability of the equipment and material base: a certificate prepared in any form on availability of the equipment and material base signed by the the tenderer's authorized official and sealed; 2. Availability of employees of relevant qualification, having necessary knowledge and experience: a certificate on availability of the employees of relevant qualification, having necessary knowledge and experience, prepared in any form, signed by the the tenderer's authorized official and sealed; 3. Availability of document-supported experience in the execution of similar contracts: a certificate prepared in any form containg a list of similar contracts executed in 2009-2011, with indication of their value, validity period, customer, its EDRPOU code, address and contact phones; 4. Financial capability: <ul style="list-style-type: none"> - Balance Sheet for the last accounting, - Profit and Loss Account for the last accounting period, - Cash Flow Statement for the last accounting period (if such document is not provided by the law in force - a letter in any form, containing this information), - an original statement from a servicing bank about the absence (availability) of debts on loans dated not earlier that before than 15.03.2012. <p>All tender offers meeting qualifying requirements, provided that there are no other grounds to reject them according to the law, shall be admitted for assessment.</p> <p>The customer shall take a decision to refuse the tenderer's participation in the procurement and shall reject the tenderer's offer in the event if:</p>

- the customer has incontestable arguments that the tenderer offers, gives or is ready to give directly or indirectly a fee in any form (an offer for employment, a valuable thing, service etc.) to any official of the customer, other state body with the purpose to affect decision-making concerning a definition of the winner of the procurement procedure, or application by the customer of a certain procurement procedure;

- the tenderer was brought to responsibility pursuant to the law for commitment of a corruption offence in the field of state procurement;

- a fact of the tenderer's participation in a plot is revealed;

- an individual tenderer was convicted of a crime connected with infringement of procurement procedure, or other crime committed on lucrative impulse, with the record of his conviction not expunged in accordance with the procedure established by the law;

- the tenderer's official authorized by the tenderer to represent its interests during the procurement procedure was convicted of a crime connected with infringement of procurement procedure, or other crime committed on lucrative impulse, with the record of his conviction not expunged in accordance with the procedure established by the law;

- the tender offer is submitted by the tenderer being a person related to other tenderers;

- the tenderer does not give documents, which confirm competency to conclude the procurement contract;

- the tenderer is declared bankrupt in accordance with the procedure established by the law, and a liquidating procedure is initiated against it.

The customer can take the decision to refuse the tenderer's participation in the procurement procedure and to reject the tenderer's offer, if:

1) the tenderer has arrears in taxes and duties (compulsory payments).

2) the tenderer does not carry out economic activities according to provisions of its charter.

To confirm the absence of the above circumstances, the tenderer shall submit the following documents as part of the tender offer:

1. A certificate in any form, signed and sealed by the tenderer* to certify that the tenderer will not directly or indirectly influence the customer when taking a decision on selecting a tender winner; that the tenderer has not been brought to criminal responsibility pursuant to the law for commitment of corruption offence in the field of government procurements; that an individual tenderer or the tenderer's official have not been convicted for a crime related to violation of the procurement procedure, or another crime committed for selfish motives, with the record of his conviction not expunged in accordance with the procedure established by the law (original);

2. A certificate issued by the STA on absence of debt in payment of mandatory taxes and fees in Ukraine, valid as of the date of tender offers opening (original);

3. An original certificate issued by a relevant authority on the absence of a decision to initiation of a bankruptcy proceedings against the economic entity or recognition it as bankrupt in accordance with the established procedure (issued not later than two weeks before the date of the tender offer submittal);

5. A copy of a statute or other foundation document;

6. A copy of a state registration certificate (for legal entities and individual entrepreneurs);

7. An Extract from the Uniform Register of Legal Entities and Individual Entrepreneurs (original);

	<p>8. A copy of an ID code certificate (for individuals); 9. A copy of passport (for individuals); 10. A copy of a tax payer's registration certificate; 11. A copy of VAT and single tax payment certificate (if any).</p> <p><i>Note: all copies of documents shall be certified, i.e. shall have a tenderer's authorized signature and original seal impression.*</i></p> <p>The information on the tender offer rejection shall be forwarded to the tenderer within three working days from the date of such decision taking by the customer and shall be published as per Article 10 of the Law.</p>
7. Information about necessary technical, qualitative and quantitative characteristics of a procurement item	<p>The tenderers shall submit the documents confirming the tender offer's conformity with technical, qualitative, quantitative and other requirements of the procurement item, established by the customer in the Appendix 2, as a part of the tender offer.</p> <p>The tenderer shall set forth the requirements to the procurement item as per Part Two of Article 22 of the Law.</p>
8. Description of a separate part (parts) of a procurement item, for which tender offers can be submitted	<p>Separate parts of the procurement item (lots) are not defined. The tenderer shall submit an offer concerning the procurement item as a whole.</p>
9. Tender offer alteration or withdrawal by the tenderer	<p>The tenderer shall have the right to alter or withdraw the tender offer before the deadline of submittal thereof. Such alterations or application to withdraw the tender offer are taken into account in case they are received by the customer before the deadline of tender offers submittal.</p>
Section 4. Tender offers submittal and opening	
<p>1. Manner, place and deadline of tender offers submittal</p> <p>- Manner of tender offers submittal</p> <p>- Place of tender offers submittal</p> <p>- Deadline of tender offers submittal (date, time)</p>	<p>Personally or by post</p> <p>Room 106, 271, Akademika Pavlova street, Kharkov, 61054, Ukraine</p> <p>12.04.2012 before 10:00 a.m., Kyiv time</p> <p>The tender offers received by the customer after the deadline of their submittal, will not be opened and returned to the tenderers who have submitted them.</p> <p>On the tenderer's written request, the customer shall confirm receipt of the tender offer within one working day from the date of receipt of the request with the date and time indication.</p>

<p>2. Place, date and time of tender offer opening</p> <p>- Place of tender offer opening</p> <p>- Date and time of tender offer opening:</p>	<p>Room 406 (Deputy Director’s office), 271, Akademika Pavlova Street, Kharkov, 61054, Ukraine</p> <p>12.04.2012, 11-00 a.m., Kyiv time.</p> <p>All tenderers or their authorized representatives shall be allowed to participate in the procedure of tender offers opening by the customer. The absence of the tenderer or his authorised representative during the tender offer opening procedure shall not be the ground for refusal to open, consider or reject its tender.</p> <p>The power of the tenderer’s representative shall be confirmed by statutory documents, the letter of appointment, the power of attorney.</p> <p>To prove the representative’s identity, he shall produce a passport.</p> <p>Should the tenderer express intent to participate in the offer opening procedure, it shall inform the customer’s contact person about its intent 1 day in advance at the latest, to prepare a pass for it.</p> <p>During the tender offer opening, availability or absence of all necessary documents according to the tender documentation shall be checked, as well as the name and location of each tenderer, the price of each tender offer are announced. The above information is included in the minutes of the tender offer opening.</p> <p>The minutes of the tender offer opening shall be made on the day of the tender offer opening according to the form confirmed by the Ministry of Economics of Ukraine.</p> <p>The minutes of the tender offer opening shall be signed by the members of the tender committee and the tenderers who take part in tender offer opening procedure.</p> <p>The minutes of the tender offer opening signed by the Chairman of the tender committee and stamped by the customer shall be given to any tenderer on its request within one working day from the date of such request receipt.</p> <p>The minutes of the tender offer opening shall be published within three working days from the date of the tender offer opening.</p>
<p>Section 5. Evaluation of the tender offers and definition of the winner</p>	
<p>1. List of criteria and a technique of a tender offer evaluation with indication of the criterion specific weight</p>	<p>The tender customer shall have the right to ask the tenderers to explain the content of their tender offers in order to simplify consideration and evaluation of the offers. The customer and tenderers cannot initiate any negotiations on modification of the content or the price of the submitted tender offer.</p> <p>The customer shall evaluate the tender offers that were not rejected pursuant to the Law.</p> <p>The criterion for evaluation of tender offers shall be price as proposed by the tenderer in relation to the entire volume of the procurement item and indicated in the tender offer opening minutes.</p> <p>The offers shall be evaluated according to the merit point system by awarding a respective number of points to each tender offer in accordance with the formula:</p> $B_{\text{ЦП}} = \text{Ц}_{\text{min}} / \text{Ц}_{\text{П}} \times 100$ <p>where:</p> <p>$B_{\text{ЦП}}$ – number of points won by a tenderer’s offer according to the evaluation results;</p> <p>$\text{Ц}_{\text{П}}$ – price of the tenderer’s offer being evaluated, in hryvnias;</p> <p>Ц_{min} – the minimum offer price from among those proposed by the tenderers, in hryvnias;</p>

	<p>100 – the maximum number of points that can be won by an offer according to evaluation results.</p> <p>The tenderers offer that won the largest number of points shall be recognized the most economically sound.</p> <p>If two or more offers got the equal number of points, the most economically sound offer shall be selected by voting of the tender committee members. In the event when two or more tenderers’ offers won the largest number of points, the tender committee chairman casts the deciding vote.</p>
<p>2. Correction of the arithmetic errors</p>	<p>The customer shall have the right to correct arithmetic errors made as a result of arithmetic actions, found in the submitted offer during its evaluation, in accordance with the procedure as defined by the tender documentation, subject to its written approval by the tenderer who submitted the tender offer.</p> <p>The mistakes are corrected by the Customer in such sequence:</p> <ul style="list-style-type: none"> - in case of difference between the numbers written in letters and figures, the numbers written in letters shall be determinant; - in case of difference between the unit price and the total price (obtained by multiplying the quantity of the goods by its price), the price for unit shall determinant, and the total price shall be corrected - in case of an obvious displacement of the decimal point in the unit price, the total price is determinant, the total price (obtained by adding or multiplying) shall be determinant, and the unit price shall be corrected. <p>If the tenderer doesn’t agree with the correction of mistakes, its offer shall be rejected.</p>
<p>3. Other information</p> <p>*This requirement shall not apply to tenderers who carry out their activity without a seal according to the current legislation, except for originals or notarized documents issued to the tenderer by other organisations (enterprises, institutions).</p>	<p>The tenderer shall include following additional documents as a part of the tender offer:</p> <ol style="list-style-type: none"> 1. A certificate in any form, containing a company’s information: <ul style="list-style-type: none"> - company details (location, identification code, phone, fax, taxpayer’s individual number, VAT payer’s certificate No., banking details); - executives (position, full name, contact phone No.). 2. A copy of the license to the Tenderer’s right to carry out the activity as provided for this procurement (if such activity in whole or any part thereof is subject to mandatory licensing). <p>The tenderer’s offer price shall consist of the cost of natural gas, including all surcharges and fees, as provided by the law of Ukraine in force , and other required expenditures.</p> <p>If the tenderer is not a resident of Ukraine, the offer price shall include expenses for the natural gas transportation to the territory of Ukraine.</p> <p>The price of the offer shall be defined at the date of the offer submittal and shall remain fixed throughout the entire period of the offer validity.</p> <p>The offer price shall be defined considering the law of Ukraine in force.</p> <p>The tenderer shall be responsible for obtaining all necessary permits, licenses, certificates (including export and import) for the goods proposed to be delivered under the Contract, and other documents related to submittal of the tender offer, and shall bear all expenses for obtaining thereof.</p>

<p>4. Rejection of tender offers</p>	<p>The customer rejects the tender offer in case if:</p> <p>1) the tenderer: Does not meet the qualifying criteria established by Article 16 of the Law; Disagrees with correction of the arithmetic error found by the customer;</p> <p>2) there are grounds specified in Article 17 and Part Seven of Article 28 of the Law;</p> <p>3) the tender offer does not satisfy the conditions of the tender documentation.</p> <p>The information on the tender offer rejection with indication of the grounds is sent to the tenderer, whose offer it is rejected, within three working days from the date of such decision taking and shall be published according to Article 10 of the Law.</p>
<p>5. Tender cancellation by the customer or its declaration as failed</p>	<p>The customer cancels the tender in case of:</p> <ul style="list-style-type: none"> - absence of the further need in goods procurement; - impossibility to rectify breaches due to the revealed violation of the state procurement legislation; - revealing of the fact of the tenderers' plot; - violation of the procedure of publication of the announcement on the procedure of procurement, acceptance, announcement of results of the procurement procedure, as provided by the Law; - submittal of less than two tender offers; - rejection of all tender offers under this Law; - if offers of less than two tenderers are admitted for evaluation. <p>The customer has the right to recognise the tender as failed, in case if:</p> <ul style="list-style-type: none"> - the price of the most favourable tender offer exceeds the sum provided by the customer for procurement financing; - the procurement became impossible because of force majeure. <p>The information on the tender rejection or its recognition as failed shall be sent by the customer to the Authorized Body and all tenderers within three working days from the date of the corresponding decision taking by the customer and shall be published according to article 10 of the Law.</p>
<p>VI. Conclusion of the procurement contract</p>	
<p>1. Contract conclusion terms</p>	<p>On the day of the winner determination, the customer accepts the tender offer, which is recognised as the most economically sound by the results of evaluation.</p> <p>The customer concludes the procurement contract with the tenderer, whose tender offer has been accepted, not later than within 30 days from the date of the offer acceptance, but not earlier than in 14 days from the date of the publication of the information on the tender offer acceptance in the state official printing edition on the state procurement.</p>
<p>2. Essential conditions to be necessarily included in the procurement contract</p>	<p>The procurement contract shall be concluded in writing in compliance with the provisions of the Civil Code of Ukraine, the Economic Code of Ukraine, the Law and requirements of the NCRE.</p> <p>When concluding the contract, the winning tenderer of the procurement procedure shall submit a permit or licenses for carrying out a certain type of the economic activity, if obtaining such permit or licence is provided for by the law.</p> <p>The procurement contract provisions shall not differ from the content of the tender offer (including prices per product unit) made by the winner of the procurement procedure, and shall not change after signing of the procurement contract until fulfillment of obligations by the parties in full, except for cases as provided by Para 5 , Article 40 of the Law of Ukraine «On Government Procurements».</p> <p>The validity of the procurement contract can be extended for a period sufficient for conduct of the procurement procedure at the beginning of the next year, in the scope not exceeding 20 of the amount as defined in the contract concluded in the previous</p>

	<p>year, if the expenses for this purpose are approved in accordance with the established procedure.</p> <p style="text-align: center;">The contract shall contain:</p> <ol style="list-style-type: none"> 1) subject of contract (name, nomenclature, range); 2) quantity of goods and requirements to their quality; 3) payment procedure; 4) contract amount; 5) goods delivery place and time; 6) contract validity period; 7) rights and obligations of the parties; 8) a condition of possible reduction of procurement volume depending on actual financing of expenditures; 9) liability of the parties. <p>In a case if the parties have not reached the agreement concerning all important conditions, the procurement contract shall be considered not concluded. If the tenderer performed actual actions concerning the contract fulfillment, legal consequences of such actions shall be defined according to the Civil code of Ukraine.</p>
<p>3. The customer's actions in case of the tender winner's refusal to sign the procurement contract</p>	<p>In case of the tender winner's written refusal to sign the procurement contract according to requirements of the tender documentation or nonconclusion of the procurement contract through the tenderer's fault within the period as defined by the Law, the customer shall repeatedly define the most economically sound tender offer of the tender from those, whose period of validity has not expired yet.</p>
<p>4. Collateral of the procurement contract</p>	<p>Not required.</p>

Technical requirements

Procurement subject - natural gas (natural gas)

Natural gas GOST 5542-87 (or authentic) is used for heating of industrial premises.

Corrected cubic metres are taken as an estimated physical unit of the supplied gas (T=20 degr. C. P = 101, 325 KPa/760 mm Hg)

The volumes of natural gas to be supplied throughout the period of May 2012 – April 2013 (ths. cub. m):

- May 2012 – 7,00

- June 2012 - 5,00

- July 2012 -5,00

- August 2012 - 5,00

- September 2012 – 10,00

- October 2012 – 20,00

- November 2012 – 200,00

- December 2012 – 250,00

- January 2013 – 250,00

- February 2013 - 250,00

- March 2013 – 120,00

- April 2013 – 10,00

Total 1132,00 ths.cub.m.

Technical and quality properties of the procurement subject shall provide for the necessity to take measures for environmental protection.

Form «Tender Offer» shall be submitted as showed below

TENDER OFFER

(the form to be submitted by the Tenderer on a accompany's letterhead)

We, (the Tenderer's name), hereby submit the tender offer for participation in the tender for procurement of natural gas (natural gas), code 11.10.2, according to technical and other requirements set by the tender customer.

Having studied the tender documentation and technical requirements, pursuant to the foregoing, we, authorized to sign the Contract, are capable and agree to fulfil the Customer's requirements as set forth in the tender documentation, at the following prices:

Sr. No.	Product name	Unit of Measurement	Q-ty	Unit price, UAH, VAT incl.	Total amount, UAH, VAT incl.
<i>1</i>					
Offer cost					Σ

Total cost of the offer (VAT incl.)

(in figures and words)

Having studied the tender documentation, we are capable and agree to fulfil requirements of the Customer's requirements on terms as indicated in this tender offer:

1. Before acceptance of our tender offer, your tender documentation together with our offer (provided it conforms to all requirements) are effective as a provisional contract between us. If our offer is accepted, we will undertake to comply with all terms and conditions as provided for by the Contract.

2. We agree to adhere to conditions of this offer within 90 calendar days from the date of opening of tender offers. Our offer will be binding on us and can be accepted by you at any time before the expiration of the specified period.

3. We agree that you can reject our or all tender offers according to conditions of the tender documentation, and we understand that you are not limited in acceptance of any other offer on conditions more favourable for you.

4. If our offer is accepted, we undertake to sign the Contract within 30 days from the date of the offer acceptance.

Position, surname, initials, duly attested authorised signature of the Tenderer.