


Template EPC-project in Moldova

AFB.22.07 Special directions for Phase 3 yy-mm-dd.doc

EPC-PROJECT FOR ORGANISATION NN

TENDER DOCUMENTS

dd/mm/yyyy

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SD SPECIAL DIRECTIONS

These Special Directions connect to ABFF04.

Abbreviations

SC Sub-contractor
OC Other contractor

Definitions

Aff definitions 04

and

Calendar year

Period from January 1st to December 31st the same year.

SD0 GENERAL

The contract is a design, construct and maintain contract, which means the Contractor initiates the necessary measures and selects working methods and frequency.

SD0.1 Employer

NN
Address

SD0.2 Contractor

Specified in contract.

SD0.3 Employer's objectives


The Employer's objective is long-term and its management shall be conducted with good service and availability towards tenants plus activities being carried out in the properties as well as characterised by quality thinking at all stages.

The Employer's objectives with the contract is to ensure:

- Total annual savings are generated.
- Set requirements on indoor climate are met.

The objectives of the contract shall also be:

- That the management is technically and financially controlled from the point of view of the owners.
- To safeguard the operation of objects in the contract in such a way that there are no disturbances.

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- To maintain the technical capacity and function of the facilities to attain maximum life expectancy and optimum operational economy.
- That the Contractor's assignment should be seen as a complete assignment, where the Contractor in every situation is expected to take the initiative in taking suitable and necessary measures, irrespective of whether or not they were expressly specified in this agreement.
- To minimise the consumption of resources and environmental impact from the properties included in the contract.

The Contractor shall carry out the contract according to these objectives.

SD1 SCOPE

The Contractor has, within the framework of the Agreement on Project Implementation, Phase 2, assembled and commissioned the systems produced by him to achieve the annual energy savings and for delivery of the requested indoor climate.

During Phase 3, project follow-up, guarantee period and later, the installations shall deliver the requested indoor climate and generate annual energy savings.

The systems and functions included in the contract will be specified in the list of contents in the management objects established at the end of Phase 2.

The scope is described in detail in SD1.1 Listed documents.

The following shall apply as a supplement to ABFF 04:

In case of conflicts between functional requirements in the basis for tender and the description of working methods and frequency in tender documents, the function requirement shall apply before the description of the working method and frequency unless circumstances clearly dictate otherwise.

SD1.1 List of documents in the basis for tender

According to the Administrative Instructions dated dd.mm.yyyy, codes AFB.22.05, 06, 07, 08, 09 and 10.


SD1.2 Materials and goods

SD1.211 Consumable items for administrative tasks

The contractor shall bear the cost of the expendable items for administrative tasks.

SD1.212 Consumable items for property operations

The Employer will supply and bear the cost of expendable items for administrative object operations.

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SD1.22 Materials and goods for maintenance

The contractor will supply and bear the cost of materials and good for corrective maintenance pertaining to its guarantee liability for Phase 2.

SD1.3 Work added and work excluded during the contract period.

With supplement to ABFF 04 clause 15 and amendment of ABFF 04 clauses 34, 35, the following applies.

Work that entitles the Contractor to amend the contract price shall be considered to be requested only when ordered in writing. If this is not done, the Contractor shall in good time before the work is carried out make a written application to the Employer that the work is thought to involve costs above the contract price. If the Contractor does not make such an application before the work is carried out, the cost shall be included in the contract price.

Alterations for remodelling and additional works shall primarily be to the agreed fixed price and secondly to a costs plus overhead and profit (prime cost principle) with %-age for contractor fee according to the submitted tender.

SD1.6 Notifications

SD1.61 Notifications to the Employer

In addition to the notifications specified in ABFF 04 clause 9, the Contractor shall notify the Employer in writing when the Contractor's inspection and monitoring of the Employer's personnel or service contractor hired by the Employer indicates that supervision, maintenance and service is not done in accordance with the operational and maintenance instructions drawn up by the Contractor.

Failure to notify means that the Contractor cannot plead such shortcomings as a basis for adjustment of the incentive/penalty.


SD1.62 Notifications to the Contrator

In addition to the notifications specified in ABFF 04 clause 9, the Employer shall apply to the Contractor the following. The Employer shall inform the Contractor of the remodelling of buildings and/or the amendment of the utilisation of the buildings that the Employer has decided to implement, e.g., due to changes in activity, before the works commence. If such remodelling or amendments should impact on the saving, the basis for calculation for the saving shall be adjusted by the Contractor and approved by the Employer.

SD2 EXECUTION

SD2.1 Quality

See SD3.4 for the Contractor's quality management plan.

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SD2.12 Employer's quality requirements

The working methods and general facilities shall be selected with respect to the facilities' long-term maintenance status, quality and environmental aspects and shall be adapted to current activities in the premises with regard to quality and environmental aspects.

SD2.2 Environment

See SD3.5 for environmental management.

SD2.22 Employer's environmental requirements

The Employer's environmental management plan, document AFB.22.04.10.

SD2.3 Status check

Status checks are to be carried out by an external consultant and documented with records and photographs. The Employer is to procure and bear the cost of these checks. The Employer will call the Contractor to these checks. The Contractor and the Employer take part in the status check at their own expense.

SD2.31 Status check before start of contract

Partial final inspection from Phase 2 counts as a status check.

SD2.4 Provisions

SD2.42 Documents and details from the Contractor

The contractor shall submit reports according to the follow-up methodology established during Phase 1 for the properties. The starting time for the first calendar year follow-up is the point in time when January 1st falls immediately after the last approved partial final inspection and the Employer's approval of the total works with respect to Phase 2. The end time is the 31st December the next year.


For properties not achieving the savings target, the Contractor shall draw up a plan to reach this goal.

The Contractor must not use spaces or areas in the management objects for his activities such as offices, workshop, stock room, storage, arrangements, other than those the Employer indicates the Contractor is allowed to use.

SD2.45 Media supplies

The Employer provides supply media for the Contractor's execution of the contract. The Employer provides electricity for machinery, tools, etc., where capacity and sockets allow.

The Employer provides water for cleaning, etc., where capacity and outlets allow.

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SD2.5 Goods, services and contracts

Covered by the contractor's guarantee liability for Phase 2.

When exchanging and supplementing material and components in the facilities, the Contractor shall, when available, use only original parts. Equivalent components must be used if the original parts are not available. The Contractor must contact the Employer for approval on every occasion an original part is not available. The Contractor shall ensure suppliers of goods, services and contracts fulfil their obligations regarding legislation and agreements, e.g. regarding VAT registration, payment of national insurance contributions and taxes. This shall be checked and documented before entering into agreements and thereafter whenever circumstances dictate the need of new checks.

SD2.53 Contracts

SD2.532 Contractor's agreements with Sub-contractors

Sub-contractors the Contractor wishes to engage shall be presented to the Employer for approval before an agreement is entered into.

SD2.7 Customer contacts

The Employer attaches great importance to the rectification of notified faults being managed in a careful manner. When taking measures in premises and residences, the Contractor shall submit confirmation that the fault has been rectified or a point in time when this will be done.

SD2.9 Other information regarding implementation

SD2.9.1 Limitations to Contractor's undertaking:

The Contractor's undertaking does not apply if the facility has been damaged by tampering, overloads, defective electricity network, fire or water or other cause beyond the control of the Contractor.


The Contractor's undertaking does not include deliveries and work required by supervisory authorities due to amended regulations, nor construction and painting work or external cleaning of facilities in addition to such cleaning as is required to restore the facility to the same condition as before maintenance work commenced.

SD3 ORGANISATION

SD3.1 Organisation and personnel

SD3.11 Representatives

The Employer's representative for the contract period will be specified in the contract. The Contractor's representative for the contract period will be specified in the tender.

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SD3.2

Authorisations

When urgent measures must be implemented, e.g., breakdowns, the Contractor is entitled to take measures he considers necessary to limit the extent of the damage and minimise down time. The Contractor shall give an account of the implemented measures to the Employer as soon as possible after the event.

SD3.3

Personnel

All personnel shall possess the necessary training, experience, authorities and language skills needed for the tasks in hand.

SD3.4

Quality management

The Employer requires the Contractor to quality assure the contract, which means the Contractor is liable to have such a quality management system and quality management plan that is specifically adapted to this contract.

The Contractor shall, in his quality management plan, apply internal controls supplementary to the control points of the Employer and public authorities. Internal controls shall be documented and presented to the Employer at the latest 7 working days after the work has been completed.

SD3.5

Environmental management

The Contractor is liable to provide an environmental management system and an environment management plan that is specifically adapted to this contract.

The Contractor shall, e.g., continuously note any occurrence or handling of hazardous waste and give an account of this at the request of the Employer.

The Contractor shall, in his environmental management plan, apply internal controls supplementary to the control points of the Employer and public authorities. Internal control is to be documented and accounted for to the Employer.

The Employer will carry out revision based on a given control schedule.

SD3.61

Contract report

The Contractor shall submit reports according to SD2.42.


SD3.7


Meetings

SD3.71

Contract meetings

Annual contract meetings, at which annual reconciliation will be done, shall take place at the Employer's establishment. The Employer calls to the meetings. The Contractor shall be responsible for the minutes of the meeting, which shall be presented to the Employer for adjustment.

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<p>SD3.72 Management meetings</p> <p>The Employer shall call the Contractor to the management meetings. Management meetings will be held on average 1 time per quarter. The Contractor shall be responsible for the minutes of the meeting, which shall be presented to the Employer for adjustment. The Employer calls to the meetings.</p>							
<p>SD4 TIMES</p>							
<p>SF4.2 Contract period, notice of termination, extension</p> <p>The Contractor shall start the management contract immediately after the last approved partial final inspection and approval of the total works of Phase 2. End time: The second occasion the calendar year follow-up shows savings amounting to or exceeding the agreed total saving. However, the contract period is limited to XX years.</p>							
<p>SD4.3 Times for carrying out the work</p> <p>Normal working hours are 7 am – 4 pm on working days.</p> <p>For certain tasks, however, work is expected to take place at another time. In that case, this should be agreed with the relevant customer/tenant and the Employer.</p>							
<p>SD4.31 Times related to error reporting and corrective maintenance</p> <p>Error reporting is administered by the Employer. After a report is received, the Employer forwards it to the Contractor if the Employer considers the Contractor to be liable to the fault. The reporter shall then be contacted by the Contractor the day after the report is received. Procedures to be followed according to document AFB.22.10.8.</p>							
<p>SD4.33 Time for information to tenant/customer</p> <p>Planned measures that impact on the use of the property for the tenant/customer shall be notified to them by the Contractor in consultation with the Employer in good time before work commences.</p>							
<p>SD5 LIABILITIES</p> <p>The Contractor's responsibility, stipulated in the agreement on Phase 2, to attain energy savings applies to the properties covered by the energy saving measures in Phase 2.</p>							
<p>SD5.3 Insurance</p> <p>With amendment and supplement to ABFF 04, clause 32, the following applies.</p> <p>If one party causes damage that is compensated by the other party's insurance, the excess is to be paid by the party causing the damage.</p>							

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SD5.321 Liability insurance

According to ABFF 04 clause 32.

The Contractor shall report if there are any limitations in his liability insurance with regard to lost keys and property under care.

SD5.5 Fire protection

The properties have fire protection facilities directly connected to emergency services. It is up to the Contractor to inform himself if such a facility exists and contact the Employer to temporarily disengage certain sections for carrying out hot or dust generating work.

Procedures when carrying out hot work

Before any hot work is started, the property manager must be contacted for review and notation of the safety regulations. If it is not possible to reach the property manager, the Employer's technical manager or site manager can be contacted.

Procedures for shutting down the fire alarm.

When there is risk of false alarms due to the type of work being carried out, the affected alarm sections should be disengaged before starting work.

Any costs involved with false alarms shall be borne by the executer of the work, if the executer has caused the false alarm.

When there is a risk of the fire alarm being triggered, the executer should get in touch with the property manager for shutting down the affected sections.

If it is not possible to reach the property manager, the Employer's technical manager or site manager can be contacted.

SD5.51 Systematic fire protection work

SD5.511 Employer's fire protection officer

The Employer's fire protection officer is named at the start-up meeting.

SD5.512 Contractor's fire protection officer

The fire protection officer shall be named at the start-up meeting.


SD5.513 Personnel with fire protection training

The Contractor shall on request produce certificates showing the affected personnel have completed the necessary training.

SD5.514 Special regulations for fire protection

The Contractor shall follow the Employer's terms of insurance regarding fire protection. The Contractor shall also order his sub-contractors and when necessary his suppliers to follow the same. The Contractor shall requisition the terms of insurance from the Employer.

The level of fire protection shall be maintained even when measures are implemented that impair the fire limiting function.

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SD5.521 Special regulations for flammable work

The Contractor shall follow the Employer's terms of insurance regarding hot work. The Contractor shall also order his sub-contractors and when necessary his suppliers to follow the same. The terms of insurance shall be produced by the Employer at a time stipulated by the Contractor.

The level of fire protection shall be maintained even when measures have been implemented that impair the fire limiting function.

SD5.6 Responsibility for documents, data, registers, archives, keys, etc.

The Contractor shall keep the Employer's documents and his own that concern the assignment in a satisfactory manner. Keys must not be marked so that unauthorised persons are able to identify them and they must be kept in storage of the required safety classification. Keys/passes that the Contractor is given for the execution of the contract are to be signed for and returned at the end of the contract. The Contractor is responsible for signed-out keys, etc., being kept and handled in a manner that is satisfactory for the Employer. If signed-out keys, etc., are lost, the Contractor will be liable for the cost of changing locks and cylinders, etc. Lost keys/passes are to reported immediately. The Contractor is responsible for the alarm facility being handled in accordance with given instructions. Any neglect in this respect that results in break-ins or turnout of security company or emergency services shall be charged to the Contractor for e.g. turnout and excess.

SD5.7 Security and confidentiality

SD5.71 Security


The Contractor shall inform his personnel of the Employer's safety regulations and be responsible for their adherence.


SD6 FINANCE

SD6.1 Remuneration

Remuneration of contract work will be paid as fixed remuneration with index linking. Remuneration for contract work during the contract period shall be index-linked with regard to changes in the XX index. In case of this index being discontinued, an equivalent index will be used instead.

Adjustment shall be made annually with the first adjustment being for the time from and including the point in time when Phase 3 commences up to and including 12 months after that time. Adjustments are based on the index for the month of June in the year before the adjustment compared with the preliminary index for the same month of the adjustment year. The following adjustments are made in the corresponding manner with one year's displacement.

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<p>Remuneration is paid from the time when the last object in Phase 2 has been approved at the partial final inspection and the approval of the total works of Phase 2.</p> <p>SD6.11 Remuneration for contract work not included in the fixed remuneration</p> <p>Remuneration for conversion of reference values due to work other than corrective maintenance will be XX.00 Lei/hrs.</p> <p>SD6.11 Remuneration for alterations and additional work</p> <p>Remuneration will be paid according to an agreement made in advance.</p> <p>SD6.2 Invoicing and payment</p> <p>Payment will be 30 days after receipt of an approved invoice.</p> <p>SD6.21 Invoicing and payment of fixed fee</p> <p>Invoicing six-monthly in arrears.</p> <p>SD6.22 Invoicing and payment of fee for contract work not included in the fixed fee</p> <p>Invoicing and payment of fee for contract work not included in the fixed fee is done on a continuous basis.</p> <p>SD6.23 Invoicing and payment of alterations and additional work</p> <p>Monthly invoicing.</p> <p>SD6.3 SECURITY</p> <p>In the event of the contract period for Phase 3 exceeding the five year guarantee period for Phase 2, the following will apply to the exceeding time. For his undertaking, the Contractor shall furnish the Employer with a bank guarantee with unlimited time of duration. Security shall amount to a sum corresponding to 10 % of the ceiling price for Phase 2. The bank guarantee shall be drawn from a Moldovan bank.</p> <p>SD7 FINAL STATUS CONTROL</p> <p>SD7.1 Final status control</p> <p>The Employer calls to the final status control of the contract that is implemented in connection with the expiry of the agreement. The Contractor will bear the cost of any after controls after the final status control.</p> <p>SD9 DISPUTES</p> <p>With amendment of ABFF 04 clauses 49-50, disputes that cannot be solved by the parties alone shall be decided by general court at the Employer's place of residence unless the parties agree otherwise.</p>				

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SD10

MISCELLANEOUS

This contract shall not be transferred to anyone else by either of the parties without the consent of the other party.