

VOLUME 4

Schedule of Prices

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VOLUME 4

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Section 1

Preamble

The Preamble has been drawn up on the basis of the „Conditions of Contract for PLANT and Design-Build FOR ELECTRICAL AND MECHANICAL WORKS AND FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE CONTRACTOR“.

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1. GENERAL

- 1.1 The Breakdown of the Lump-sum Price (Volume 4, Section 2 - Breakdown of the Lump Sum Price) is the itemised list of prices showing the build-up of the price in a lump-sum contract. This Breakdown of the Lump-sum Price does not derogate in any way to the clause stating that, in a lump-sum contract, the total contract price remains fixed irrespective of the quantity of work actually carried out.

The amounts due will be calculated by the tranches specified in Volume 4, Section 6 – Schedule of Payments.

- 1.3 Provisional sums for use when works are to be executed on a daywork basis (Volume 4, Section 3 - Daywork Schedule) can only be executed by administrative order of the Supervisor, in accordance with the terms of the Contract.

2. Specific to Volume 4, Sections 2, 3, 4 and 5.

- 2.1 The item description given in the Breakdown of the Lump-sum Price in no way limits the Contractor's obligations under the Contract to provide all the works described elsewhere.

- 2.2 The prices of the Breakdown of the Lump-sum Price include all incidental and contingent expenses and all risks necessary to construct, complete and maintain all works in accordance with the Contract. Unless separate items are provided in the Breakdown of the Lump-sum Price, prices include all costs involved in the various items of the Breakdown.

- 2.3 The prices do not include taxes and fiscal duties, as exoneration is explicitly given for the Contract. Non-exonerated taxes and fiscal duties are, apart from those stated separately in the financial offer templates, covered in the Lump-sum Price of the Contract and in the prices of the Breakdown of the Lump-sum Price and of the Daywork Schedule.

2. PAYMENT TERMS AND CONDITIONS

The prices indicated in the Breakdown of the Lump Sum Price shall be used to calculate the interim payments in line with the Conditions of Contract, Sub-Clause 14 "Contract Price and Payment", as well as to evaluate Changes.

The Schedule of Payments is prepared in Volume 4, Section 6. The Contractor shall be entitled to include the per cent of items in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon fulfilling of following conditions.

2.1 A. GENERAL ITEMS**2.1.1 Contractor's Facilities**

Setting up of Contractor's facilities, temporary fencing, other site preparation work, maintenance during the Contract period and removal of site facilities at the end of the Contract, etc.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the obtaining of Performance Certificate.

2.1.2 Additional Exploration/Survey Works

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with clause 14.3 of the Conditions of Contract upon the submission of the various individual explorations/surveys and upon the submission of the respective Final Reports or, as the case may be, upon the submission of a complete set of the respective documentation (where the Contractor does not submit the itemised cost estimate to the Engineer for approval upon the Contract signing) showing clearly the values of the various individual activities contained in the lump sum. The cost estimate will be priced so that the final summary price of the itemised cost estimate would be identical with the respective lump sum agreed in the Contract on the basis of the accepted Tender of the Tenderer. Upon its approval, the cost estimate will be used as a basis for issuing Interim Payment Certificates.

2.1.3 Additional Surveying of the Area

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the submission of the various individual surveys and upon the submission of the pertinent Final Reports or, as the case may be, upon the submission of a complete set the respective documentation.

2.1.4 Surveyor Activities

Surveyor activities - surveyor documents, geometric plans for permanent annexation of land, for temporary annexation of land to restrict ownership titles for future easements and the pertinent buy-in files (if necessary).

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the submission of the final document.

2.1.5 Design Works

Design works – detailed document (the main project design), including all changes and their incorporations in line with the Employer's comments.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the submission of the detail document.

2.1.6 Engineering Activity (Detailed Document)

Engineering activity (detail document) – acquisition of approving statements, positions, decisions and relevant building permits.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the submission of the last building permit.

2.1.7 Engineering activity (EA during construction of the Works)

Engineering activity (EA during construction of the Works) - discussing the design in the event of changes in the design document during construction of the Works, providing for changes in building permits, approvals and decisions in the event of changes in the design document, providing for the issuing of the relevant approval decisions, including certificates of effectiveness, decisions concerning early use of the Works, trial operation and the like.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the submission of the last approval decision.

2.1.8 As-Built Documentation

As-built documentation of the Works execution including surveyor measurements of the as-built Works and additional geometrical plans to the end of concluding easement agreements and the like. The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the submission of the last as-built document and upon the take-over by the Employer.

2.1.9 Engineering Activity - Settlement of Property Titles

Engineering activity - settlement of property titles - securing legal titles to the land plots annexed by the virtue of the Works, including the preparation and filing for entries in the land registry and acquisition of the necessary expropriation decisions.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the completion of settlement of ownership titles, which activity shall end on the day of handing over the purchase contract upon its registration in the land registry, with an informative statement from the deed of titles; agreement on easement with an evidentiary entry in the land registry; in the event of land expropriation, by an entry of the expropriation decision in the land registry and a list of the land plots settled by geometrical plan and cadastral area, stating the plot number, share, the seller's name and the method of settlement.

2.1.10 Operation and Maintenance Manuals

Contractor has to prepare operation and maintenance manuals in the English and the Montenegrin language.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the submission of the operation and maintenance manuals.

2.1.11 Training

Contractor has to train local staff for the operation and maintenance for new equipment.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the take-over by the Employer.

2.1.12 Attendance during Defect Notification Period (Costs of Staff)

Contractor has to calculate certain price for Staff attendance during Defect Notification Period.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract at the end of Defect Notification Period after remedying all defects.

2.1.13 Information Board

Production and installation of an information board at the construction commencement. The information board appearance shall be approved by the Employer.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon installation of the information board and its take-over by the Engineer.

2.1.14 Plaque upon the Completion of the Works

Production and installation of a plaque upon the completion of the Works pursuant to EU legislation. The plaque appearance shall be approved by the Employer.

The Contractor shall be entitled to include the item in the Application for Interim Payment Certificate compliant with Sub-Clause 14.3 of the Conditions of Contract upon the installation of the plaque and its take-over by the Engineer.

2.2 **B. CONSTRUCTION PART**

Breakdown of the Lump Sum Price and The Schedule of Payments are prepared in Volume 4, Section 2 and 6.

2.3 **C. TECHNOLOGICAL PART**

Breakdown of the Lump Sum Price and The Schedule of Payments are prepared in Volume 4, Section 2 and 6.

3. **DAYWORK**

Volume 4, Section 3 – Daywork Schedule is for use when work is to be executed on a daywork basis. The Work shall be executed as daywork only if ordered by the Engineer in accordance with the provisions of the Contract (General Conditions Sub-Clause 13.6).

Tenderers shall enter basic rates of daywork items in the Schedules, which rates shall apply to any quantities of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork.

3.1.1 Labour for Daywork

In calculating the payments due to the Contractor for the execution of daywork, the hours for labour will be calculated from the time of arrival of the labour at the job site of the daywork till the time of return to the original place of work, but excluding meal breaks and rest periods. Only the time of classes of labour directly carrying out the work ordered by the Engineer, and which they are competent to perform, will be measured. The time of gangers (charge hands) actually working with the labour will be measured, when actually working on the daywork, but generally not the time of foremen, technicians or engineers in a supervisory role.

The Contractor shall be entitled to payment in respect of the total time that the labour is employed on daywork, calculated at the rates entered by him in Volume 4, Section 3 – 1.1 Labour. The rates inserted in the Schedule shall be deemed to cover all of the Contractor's obligations and costs in providing and maintaining such labour at the place of work including but not limited to wages, payments for conditions and skill, bonus, travelling and subsistence allowances and expenses, administration, provision of welfare facilities, protective clothing, small tools, overheads, profit and all incidental expenses.

The Payment for daywork labour shall be limited to those categories of workers included in the Schedule, the costs of all other personnel engaged in the works being deemed to be included within the rates stated.

Where overtime, night or shift working is specifically required by the Engineer, then the rates in the Schedule shall be enhanced in the same ratios as the Contractor's overtime night or shift rates paid for the period in question bear to the basic rates for the classes of labour concerned.

3.1.2 Contractor's Equipment for Daywork

The Contractor shall be entitled to payment in respect of Contractor's Equipment already on Site and employed in daywork at the basic rental rates entered by it in Volume 4, Section 3 – 1.1 Equipment (with Operator). These rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables, and all overheads, profit and administrative costs related to the use of such equipment. The rates shall also include the cost of drivers, operators and assistants.

In calculating the payments due to the Contractor for the equipment employed in daywork, only the actual number of working hours will be eligible for payment, except that, where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed in daywork and the time for the return journey thereto shall be included for payment.

The rates for equipment not included in Volume 4, Section 3 – 1.1 Equipment (with Operator) shall be determined by the Engineer having due regard to the other rates quoted.

3.1.3 Materials for Daywork

The Contractor shall be paid for materials used in carrying out daywork at the net invoiced cost of those materials delivered to site (after a deduction of all discounts) to which shall be added the percentage inserted in respect of unloading, storage, handling, wastage, overhead and profit. In Volume 4, Section 3 – 1.3 Materials the Tenderer shall enter the amount to be included in the total sum for Schedule 1.3 Materials and followed by the percentage as an addition to materials for daywork.

3.1.4 Provisional Sums

Provisional Sums listed in Volume 4, Section 3 – 1.3 Materials shall be expended only if instructed by the Engineer to do so in accordance with the provisions of Sub-Clause 13.5 of the Conditions of Contract.

4. MANDATORY AND RECOMMENDED SPARE PARTS AND TOOLS

Spare parts shall be defined as components or parts, either consumable or repairable, used to maintain or repair the equipment.

In addition to the mandatory spare parts in Section 4 Breakdown of Mandatory Spare Parts and Tools, the Contractor shall list in detail the recommended spare parts, it considers necessary for safe and reliable operation and maintenance, together with their individual prices, in Volume 4, Section 5 - Breakdown of Recommended Spare Parts and Tools.

The Employer reserves the option to order all or a part thereof or supplementary spare parts. These prices shall remain fixed at any time before the expiration of the Defect Liability Period.

The list of "Recommended Spare Parts" for main technological parts shall be completed on the assumption that the spare parts listed shall be sufficient for an operation period of five (5) years after

commissioning, as well as the essential replacement parts shall be sufficient to cover the event of a breakdown, which would affect the availability or safety of the plant.

The Contractor shall ensure that sufficient spare parts and consumable items are available for his own use during the commissioning of the substation. The Contractor shall not use spare parts ordered by the Employer without written consent on the Employer.

Any spare apparatus, parts and tools shall be subject to the same specification, tests and conditions as similar materials supplied under the Works Section of the Contract. They shall be strictly interchangeable and suitable for use in place of the corresponding parts supplied with the substation and must be suitably marked and numbered for identification and prepared for storage by greasing or painting to prevent deterioration. All spare apparatus or materials containing electrical insulation shall be properly packed and delivered in cases suitable for long term storage. Such packaging shall be subject to the approval by the Employer. All short shelf-life material shall be supplied at the end of the Contract.

All spare parts shall be accompanied by three (3) copies of storage instructions in the English and Montenegrin languages. One copy of the instructions shall be available inside the package.

The Spare parts are to be delivered to the warehouse of the Employer with catalogue labels, brands and other signs for their identification, everything to the full satisfaction of the Employer and these shall be delivered to the Employer's stores at the Taking Over.

The Tenderer shall guarantee that spare parts suitable for the substation provided under the Contract, without any modification to the substation, will be available for a period of twenty (20) years regardless of obsolescence of the substation items themselves. Price increases are to be indicated in the Tender.

Mandatory Spare Parts for Technological Part	Quantity [pcs]
110 kV GIS modules	
SF6 density monitor with visible temperature compensated pressure reading MPa/bar scale, SF6 gas refilling kit	1
Electrical motor for circuit breaker	1
Traction transformer	
Gas relay, pump, fan, oil flow indicator, dehydrating breather	1
25 kV switchgear	
Circuit breaker, current and voltage transformer, disconnecter, surge arrester	1

Table 1: List of Mandatory Spare Parts

4.1.1 Tools

The project shall include a training programme. Generally, the training shall be provided with all kinds of tools, instruments and special equipment that is needed to perform regular maintenance works. A complete set of tools including spanners and special tools, necessary for the servicing, maintenance and dismantling of most critical parts of the ETS shall be handed over by the Contractor immediately before taking-over.

The Contractor shall, based on the manufacturer's recommendations, determine the required tools for all equipment and prepare a list of tools. The list shall be included in the tender. The Contractor's and manufacturer's selected tools shall serve as supplement to the tools listed hereunder which includes the minimum required mandatory tools:

Mandatory Tools	Quantity	Unit
Megger for measuring of insulation resistance	1	Pc
Instrument for measuring of earth resistance	1	Pc
Multimeter	1	Pc
Instrument for indication of line voltage ON (screwdriver type)	1	Pc
Cable tester	1	Pc

Table 2: List of Mandatory Tools