



INVITATION TO BID

BLR/300/2017

Turnkey Project for the Supply of Sapropel Processing Line and Performance of Related Services (Installation, Precommissioning and Commissioning, Training of Operators) within the framework of the Project “Supporting the Transition to a Green Economy in the Republic of Belarus”, financed by the European Union and implemented by the United Nations Development Programme

Republic of Belarus



**United Nations Development Programme
April, 2017**

Section 1. Letter of Invitation

UNDP in Belarus
28 April, 2017

ITB No.BLR/300/2017 for the Turnkey Project for the Supply of Sapropel Processing Line and Performance of Related Services (Installation, Precommissioning and Commissioning, Training of Operators)

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security (**not required**)
- Section 9 – Form for Performance Security (**not required**)
- Section 10 - Form for Advanced Payment Guarantee
- Section 11 – General Conditions of Contract, Special Terms and Conditions
- Section 12 - Manufacturer's Authorization Form
- Annex 1 - Checklist for Submission of Bidding Documents

Your offer, comprising of a Technical Bid and Price Schedule should be submitted in accordance with the Section 2 **on or before 13.00 hours (Minsk time) on May 30, 2017.**

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme in Belarus

tenders.by@undp.org

Attention: *Ms. Natallia Kazliakouskaya*

Ref: ITB No.BLR/300/2017

The letter should be received by UNDP no later than **May 05, 2017**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Zachary Taylor
Deputy Resident Representative

Section 2: Instruction to Bidders

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this

ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of

Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);

9.3 Technical Bid (see prescribed form in ITB Section 6);

9.4 Price Schedule (see prescribed form in ITB Section 7);

9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);

9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:
- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
 - b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
 - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this ITB; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
 - e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
 - f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly

notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) submit another Bid, either in its own capacity; nor
- b) as a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be

communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.1. Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.2. Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to

comply with the request may result in the rejection of its Bid.

32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>.

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

| DS No. | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|--------|----------------------------|--|---|
| 1 | | Project Title | Project "Supporting the Transition to a Green Economy in the Republic of Belarus", financed by the European Union and implemented by the United Nations Development Programme |
| 2 | | Title of Goods/Services Required | Turnkey project for the supply of sapropel processing line and performance of related services (installation, precommissioning and commissioning, training of operators) |
| 3 | | Country | Republic of Belarus |
| 4 | C.13 | Language of the Bid | <input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Russian |
| 5 | C.20 | Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements | <input checked="" type="checkbox"/> Not allowed |
| 6 | C.20 | Conditions for Submitting Alternative Bid | <input checked="" type="checkbox"/> Alternative Bid shall not be considered |
| 7 | C.22 | A pre-Bid conference will be held on: | <p>May 10, 2017 at 11.00 hours (Minsk time) at the address: <u>UNDP Office in Belarus, 6th Floor, 17, Kirova Str., Minsk, 220050, Republic of Belarus.</u></p> <p>Attendance of authorized prospective Bidders' representatives is encouraged. The prospective Bidders' representatives may submit notification of their intention to attend the pre-bid conference till May 05, 2017 at the fax number and/or e-mail address under DS No. 17 below.</p> <p>The participants of the pre-Bid conference are encouraged to send their questions to the e-mail</p> |

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| | | | address tenders.by@undp.org not later than 3 days prior to the pre-Bid conference |
| 8 | C.21.1 | Period of Bid Validity commencing on the submission date | <input checked="" type="checkbox"/> 120 days |
| 9 | B.9.5 C.15.4 b) | Bid Security | <input checked="" type="checkbox"/> Not required |
| 10 | B.9.5 | Acceptable forms of Bid Security | N/A |
| 11 | B.9.5 C.15.4 a) | Validity of Bid Security | N/A |
| 12 | | Advanced Payment upon signing of contract | <input checked="" type="checkbox"/> Allowed up to 20% of the goods contract price. <i>If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10 (The Purchaser may request the Advanced Payment Security for any amount it deems necessary to secure)</i> |
| 13 | | Liquidated Damages | <input checked="" type="checkbox"/> Will be imposed under the following conditions: <i>Percentage of contract price per day of delay of the commissioning of the equipment: 0.5</i> <i>Max. no. of days of delay: 30</i> <i>Next course of action: Cancel contract</i> |
| 14 | F.37 | Performance Security | <input checked="" type="checkbox"/> Not Required |
| 15 | C.17 C.17.2 | Preferred Currency of Bid and Method for Currency conversion | <input checked="" type="checkbox"/> <u>United States Dollar (USD)</u> <input checked="" type="checkbox"/> <u>Euro (EUR)</u> <input checked="" type="checkbox"/> <u>Belarusian Ruble (BYN)</u> <i>Reference date for determining UN Operational Exchange Rate: Bid opening date</i> |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/ questions | Ten (10) days before the bid submission deadline |
| 17 | B.10.1 | Contact Details for submitting | <u>Focal Person in UNDP:</u> Ms. Natallia Kazliakouskaya <u>Address:</u> UNDP in Belarus, Kirova str., 17, 6 th floor, |

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| | | clarifications/questions | Minsk, 220050, Republic of Belarus; Fax No.: +375 (17) 226-03-40; E-mail address dedicated for this purpose: tenders.by@undp.org |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | <input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and posting on the website: http://procurement-notice.undp.org/ , http://www.by.undp.org/content/belarus/en/home/operations/procurement/ |
| 19 | D.23.3 | No. of copies of Bid that must be submitted | Original: One (1) Copies: One (1) |
| 20 | D.23.1 b) D.23.2 D.24 | Bid submission address | UNDP in Belarus 6th floor, 17, Kirova str., Minsk, 220050, Republic of Belarus |
| 21 | C.21.1 D.24 | Deadline of Bid Submission | <u>Date</u> : May 30, 2017 <u>Time</u> : 13.00 hours (Minsk time) |
| 22 | D.23.2 | Manner of Submitting Bid | <input checked="" type="checkbox"/> Courier/Hand Delivery |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | N/A |
| 24 | D.23.1 c) | Date, time and venue for opening of Bid | <u>Date</u> : May 30, 2017 <u>Time</u> : 14.30 hours (Minsk time) <u>Venue</u> : UNDP in Belarus, Kirova str., 17, 6th floor, Minsk, 220050, Republic of Belarus |
| 25 | | Evaluation method to be used in selecting the most responsive Bid | <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive bid |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only) | <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; <input checked="" type="checkbox"/> The offered goods must be from the manufacturers/suppliers adhering to ISO 9001 quality system (quality certification systems equivalent to ISO will also be considered) and/or the proposed goods must have valid quality/conformity certificate/declaration or other document confirming quality, or product conformity marking; |

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| | | | <p><input checked="" type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if Bidder is not a manufacturer;</p> <p><input checked="" type="checkbox"/> Financial Statement (Income Statement and Balance Sheet) including Auditor's Report (if available) for 2015, 2016;</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the Bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded;</p> <p><input checked="" type="checkbox"/> Documentary evidence of Bidder's financial soundness (Banker's statement of the Bidder's financial reliability, Tax Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations) – for the Bidders requiring advance payment;</p> <p><input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if available;</p> <p><input checked="" type="checkbox"/> List of contracts for the supply and installation of process/production lines performed in the past 3 years and contact details of the clients who may be contacted for further information on those contracts. A minimum number of 2 contracts of the above nature, implemented over the past 3 years, is required to be executed by the Bidder;</p> <p><input checked="" type="checkbox"/> Qualifications of Representative of the Supplier at the installation site /Head of installation works (in charge of installation, precommissioning and commissioning, training). Minimum required qualifications: minimum 3 years of demonstrated experience as an engineer in precommissioning, testing, commissioning and installation or/and supervision to assembly and erection of equipment similar to the equipment under the contract</p> |
| 27 | | Other documents that may be Submitted to Establish Eligibility | Written confirmation authorizing the signatory of the bid to commit the Bidder (Power of Attorney or relevant extract of Bidder's Charter) |

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| 28 | C.15 | Structure of the Technical Bid and List of Documents to be Submitted | Technical bid should be prepared and documents submitted as per Section 2, Clause 15 (Instruction to Bidders), and as per Section 3a and 3b requirements. In addition, please provide documents and data listed under Section 6 Technical Bid Form. Please use Checklist for Submission of Bidding Documents (Annex 1) for determining the documents to be submitted |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | 30 July, 2017 |
| 30 | C.15.2 | Maximum Expected duration of contract | Commissioning of the line and acceptance by the Purchaser of the line and all related services – not later than 90 calendar days from the date of the contract signing (<i>alternate schedule may also be considered if found acceptable to the Purchaser</i>); Warranty obligations – minimum 24 months from the date of line commissioning and acceptance by the Purchaser |
| 31 | | UNDP will award the contract to: | <input checked="" type="checkbox"/> One Bidder |
| 32 | F.34 | Criteria for the Award and Evaluation of Bid | <p><u>Award Criteria</u></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements:</p> <p><u>Bid Evaluation Criteria</u></p> <p><input checked="" type="checkbox"/> Minimum no. of years of experience in contracts for the supply and installation of process/production lines: 3;</p> <p><input checked="" type="checkbox"/> Minimum annual turnover equivalent to USD 400 000 for the past 2 years (2015, 2016);</p> <p><input checked="" type="checkbox"/> Current ratio is not less than 1.0. If the ratio is less than 1, UNDP will verify financial stability/strength of the Bidder and has the authority to seek references from concerned parties and banks on the Bidder’s financial standing. UNDP shall have the right to reject any bid submitted by a Bidder proved to be not financially stable as a result of verification of the Bidder’s financial stability/strength;</p> <p><input checked="" type="checkbox"/> Minimum no. of contracts for the supply and installation of process/production lines implemented in the past 3 years: 2;</p> <p><input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements</p> |

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| | | | <p>and Specifications;</p> <p><input checked="" type="checkbox"/> After-sales service of at least 5 years;</p> <p><input checked="" type="checkbox"/> Warranty for a minimum period of 24 months;</p> <p><input checked="" type="checkbox"/> Acceptability of the schedule of commissioning of the sapropel processing line;</p> <p><input checked="" type="checkbox"/> Other: The goods manufacturers/suppliers are certified in accordance with ISO 9001 (quality certification systems equivalent to ISO will also be considered) and/or the proposed goods have valid quality/conformity certificate/declaration or other document confirming quality, or product conformity marking</p> |
| 33 | E.29 | Post qualification Actions | <p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the Bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or any other entity that may have done business with the Bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference check with other previous clients on the quality of performance of ongoing or previous contracts completed. Inquiry and reference check with concerned parties and banks for the verification of financial stability/strength of the Bidder and the Bidder's financial standing</p> <p><input checked="" type="checkbox"/> The Purchaser shall have the right at its own cost to conduct inspection of the manufacturer and/or a processing/production line in operation of the Bidder's client and the Bidder shall render its assistance in obtaining permission for such inspection</p> |
| 34 | | Conditions for Determining Contract Effectivity | <p><input checked="" type="checkbox"/> Signature of contract by both parties</p> |
| 35 | | Other Information Related to the ITB | <p>Visiting of the sapropel processing line installation site (70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus): Bidders may visit the sapropel processing line installation site at their own cost to familiarize themselves with the site and to perform requisite measurements, if any required. A Bidder should inform the Purchaser on the intention to make such visit in advance to the e-mail address sergei.bobrovskih@undp.org in order to agree the visit</p> |

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| | | | hours (visit for all Bidders' representatives will be organized on the same day; planned date is 11 May, 2017) |
| 35a | | Other Information Related to the ITB | <p>Drawings and facility layouts, equipment layouts, electric diagrams attached to the ITB document constitute an integral part of ITB Technical Specifications and are posted at:</p> <p>http://www.by.undp.org/content/belarus/en/home/operations/procurement/ITB-300-2017.html</p> |
| 35b | | Other Information Related to the ITB | <p>Marking of Bids:</p> <p><u>FROM:</u> Bidder's name and address; <u>ATTENTION:</u> UNDP in Belarus, Procurement Unit; <u>ITB No.:</u> BLR/300/2017 "Turnkey project for the supply of sapropel processing line and performance of related services (installation, precommissioning and commissioning, training of operators)" "DO NOT OPEN BEFORE 14.30 HOURS (MINSK TIME) ON MAY 30, 2017"</p> |

Section 3a: Schedule of Requirements and Technical Specifications

SCHEDULE OF REQUIREMENTS

The implementation of the turnkey project under this ITB includes supply and delivery of the complete set of the process equipment (sapropel processing line), installation of equipment (all types of installation works), all requisite tests and adjustment works, precommissioning, commissioning of the sapropel processing line and training of the End-user operators

1. Function and Complete Set of Equipment

1.1. Function of the facility: Processing of sapropel by means of its crushing, purification and separation for the purpose of getting organic mineral stock for drilling mud fluids with 50-60% humidity as well as for further use of the purified sapropel as an organic mineral fertilizer and for production of soil and subsoil.

1.2. The complete set of the processing line includes the following: storing hopper with chain-and-slat feeding conveyor with a variable speed drive and crushing drum for large pieces of sapropel, sapropel crusher, belt conveyors – 9 units, feeding drag-chain conveyor for soil and subsoil, drum separator, dual-flow switchers – 2 units, weigher-packer for “Big Bag” with collecting bin and strain-gauge balance, sapropel hopper, peat hopper, measuring hoppers for fertilizers – 4 units, weighing hopper for fertilizers, mixer, soil and subsoil hopper, packer, automation system, compressor, control panel.

1.3. Manufacturing date and the term of operation: All component parts and assemblies (units) of the sapropel processing line shall be new, not used, manufactured in 2016-2017.

The service life of the sapropel processing line till the first capital repairs shall be not less than 5 years.

2. Technical Requirements

2.1. Oil to be used is as recommended by the manufacturer (instrument confirmation by the manufacturer).

2.2. The process equipment (sapropel processing line) shall be easy to maintain and equipped with the latest operation system and controls in the Russian language.

2.3. The operation mode of the line – one-shift, 147 days, 1176 hours per year (April-October). Ambient temperature range of line operation – from 0°C to 60°.

2.4. All equipment shall have necessary technological protections.

2.5. The equipment shall ensure quality of sapropel as specified in the technical requirements TU BY 490493318.001-2010 for its further use as organic and mineral raw material for drilling mud fluids.

2.6. The equipment shall ensure quality of the output as specified in the technical requirements TU RB 03535026.288-97 and TU RB 03535026.287-97 for production of soil and subsoil.

2.7. The number of line operators – 2 persons.

2.8. The designed line is required to be connected to the current engineering networks and to be installed in the existing building (as per ITB drawings).

2.9. The area of the premises for equipment installation is 1080 m². The line is to be installed in the existing arch-like building with the area 60m x 17.5 m x 10 m (LxWxH).

2.10. Recognizable paint and identification signs are to be applied on the production equipment and communications according to the requirements of GOST 12.4.026-76, GOST 14202-89.

2.11. The process equipment shall comply with the specifications below, ITB document, ITB drawings and ITB requirements.

2.12. The standards in effect: the equipment shall comply with the standards and normative technical

documents in force in the Republic of Belarus.

For applications where no relevant standard exists, up-to-date recognized good practice shall apply to the approval of the Purchaser.

2.13. Measuring unit: The units of measurement shall be System international (SI) units. If the other units of measure are used on the drawings or documents, the SI equivalents shall be added in parallel. Temperature shall be changed into Centigrade degree (°C).

2.14. All process, transportation and aspiration equipment, gravity flows, metal guarding of drive gears shall be earthed by means of connection to the earthing grid.

2.15. The applied major process equipment shall have sound and vibration properties within allowed norms and regulations.

2.16. Explosion and fire hazard category of premises as per TKP 474-2013 "Categorizing of premises, buildings and external installations for explosion and fire hazard" - B2.

2.17. Granulometric composition of the output material:

- particles with size less than 2 mm – not less than 80%;
- particles with size more than 2 mm – not more than 20%.

3. Contractual Assignment

3.1. The contractual assignment includes the following:

3.1.1. Design and manufacture of the complete set of process equipment for the sapropel processing line in Zhitkovichi in compliance with the standard industrial standards, ITB requirements and drawings and technical specifications for the equipment as below and supply and delivery of the complete set of the said equipment.

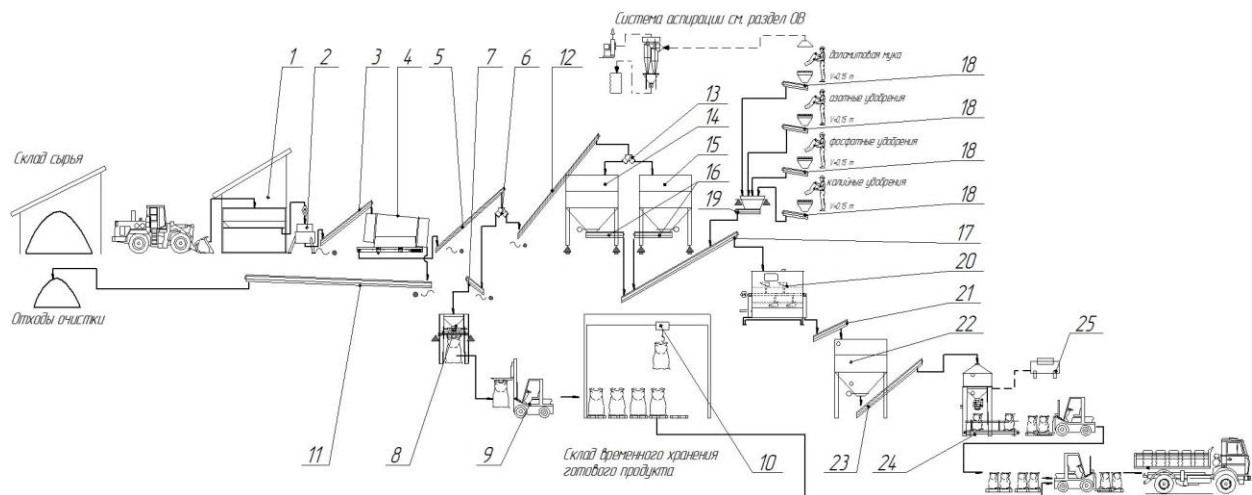
3.1.2. "Turnkey" project implementation: performance of assembly, installation, precommissioning works, trial runs, commissioning tests, commissioning of the line and handing it over to the Purchaser at the installation site in Zhitkovichi (all specified works have to be carried out by the Supplier's staff).

3.1.3. Organization of training in Zhitkovichi for the sapropel processing line operators in the field of operation and technical maintenance of the whole set of equipment supplied by the Supplier.

3.1.4. Warranty servicing within the warranty provided by the Supplier (the term of warranty shall be not less than 24 months).

3.2. Location of the contractual assignment: industrial premises of OAO "Zhitkovichikhimservis", 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus (further referred to as the "installation site").

4. Production process



Crude sapropel from the storage yard is loaded by the forklift into the storing hopper (item 1). There is a feeding conveyor at the bottom of the storing hopper; the hopper also has a shredding drum. By means of the feeding conveyor sapropel from the storing hopper is fed into the crusher (item 2), first passing through the magnetic catcher. Crushed sapropel is then fed by means of inclined belt conveyor (item 3) into the drum separator (item 4). In the drum separator organic and hard inclusions are extracted from sapropel. The extracted refuse is transported from the drum separator by means of belt conveyor (item 11) to the waste pile and then carried by trucks to the agricultural fields.

Unloading of refined sapropel from the drum separator is done by means of inclined belt conveyor (item 5). Sapropel is carried by the conveyor into the double-flow valve (dual-flow switcher) (item 6), and if the end-product is the organo-mineral stock for drilling mud fluids, the double-flow valve is switched to the belt conveyor (item 7) and then sapropel is fed into the weigher-packer for “Big Bag” with collecting bin and strain-gauge balance (item 8). The required quantity of sapropel is weighed in the strain-gauge balance and unloaded into the polypropylene bag (Big-bag), suspended on the strain-gauge balance supports. Further the bag by means of the forklift (item 9) and beam crane (item 10) is carried and placed in the workshop’s temporary storage area.

For the production of soil and subsoil the double-flow valve (item 6) switches the flow of refined sapropel to the belt conveyor (item 13), and then sapropel is fed through the dual-flow switcher into the sapropel hopper (item 14). Supply of peat into the peat hopper (item 15) is done by the same transport line as for sapropel, except for that peat is passing through the crusher in transit (crusher is not switched on).

Preparation of soil and subsoil is done in the mixer (item 20) by mixing all components: sapropel, peat, potash fertilizers (granulated), phosphate fertilizers (granulated), nitrogen fertilizers (granulated), dolomite powder. Mass fraction of each component in the mix is set by the operator by means of workshop control panel. Fertilizers and dolomite powder packed in the paper bags are carried into the workshop by the forklift. Bags are emptied manually into the measuring hopper for fertilizers (item 18). A separate measuring hopper is provided for each

type of fertilizers. The exhaust hood and aspiration system are to be installed above the dolomite powder measuring hopper. The required batch of fertilizer (as per the formula) is successively loaded into the weighing hopper for fertilizers (item 19) from the measuring hopper. Further the weighted fertilizers by means of the weighing hopper conveyor are supplied to the conveyor belt (item 17) and fed into the mixer. Dozing of the required quantity of sapropel and peat by means of dozing belt conveyors (item 16) fixed under the hoppers. Control of quantity of components is exercised by 4 strain sensors installed on each hopper, control of quantity of peat and sapropel is exercised by automatics in the course of peat and sapropel hoppers discharging. The dozing conveyors unload the components on the conveyor belt (item 17) and then into the mixer.

Mixing of components is done in cycles: loading – mixing – unloading. Duration of mixing of a batch (1 m^3) is 2 to 10 min. Ready soil and subsoil is fed by the inclined belt conveyor (item 21) into the buffer storing hopper (item 22). From the storing hopper the product is fed by means of the feeding drag-chain conveyor for soil and subsoil (item 23) into the dozer hopper for prepacking of soil and subsoil (item 24). The conveyor has a system of maintaining required quantity of product in the dozer hopper. The volume belt dozer is intended for automatic prepacking of soil and subsoil into the polypropylene bags by doses of 3 to 50 l. The volume belt conveyor requires supply of compressed air which is to be provided by the compressor (item 25).

TECHNICAL SPECIFICATIONS

The data in the “Description/Specifications of required Goods” column of the table below shall be read in conjunction with the Schedule of Requirements above.

Sapropel Processing Line

| Name | Description and Specifications of Goods | Quantity |
|--------------------------|---|--------------|
| Sapropel processing line | 1.Type: equipment of the line for processing of sapropel by crushing, purification and separation aimed at obtaining of organic mineral stock for drilling mud fluids with 50-60% humidity as well as for further use of the purified sapropel as organic mineral fertilizer for production of soil and subsoil; | - |
| | 2. The complete set of the sapropel processing line include: storing hopper with chain-and-slat feeding conveyor with variable speed drive and crushing drum for large pieces of sapropel, sapropel crusher, belt conveyors – 9 units, feeding drag-chain conveyor for soil and subsoil, drum separator, dual-flow switchers – 2 units, weigher-packer for “Big Bag” with collecting bin and strain-gauge balance, sapropel hopper, peat hopper, measuring hoppers for fertilizers – 4 units, weighing hopper for fertilizers, mixer, soil and subsoil hopper, packer, automation system, compressor, control panel; | - |
| | 2.1 The line production capacity at one-shift mode of operation: – production capacity of the equipment for sapropel processing and production of organic mineral stock for drilling mud fluids – 7 t/ h; – production capacity of the equipment for production of sapropel-based soil and subsoil – 3 t/ h; | - |
| | 2.2 Electric power consumption: not more than 90 KW/h; | - |
| | 3. Sapropel processing line: | One (1) set |
| | 3.1 Storing hopper with chain-and-slat feeding conveyor with variable speed drive and crushing drum for large pieces of sapropel, with canopy for protection from precipitation; | One (1) unit |
| | 3.1.1 Length, mm: 5000-6000; | - |
| | 3.1.2 Width, mm: 2700-3300; | - |
| | 3.1.3 Height (without tent), mm: 3200-3800; | - |
| | 3.1.4 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.1.5 Volume of hopper, m³: not less than 7; | - |

| | | |
|--|---|--------------|
| | 3.1.6 Engine power, kW: not more than 5; | - |
| | 3.2 Sapropel crusher with magnetic catcher for metal parts weighing up to 1 kg (inclusive); | One (1) unit |
| | 3.2.1 Length, mm: 1300-1500; | - |
| | 3.2.2 Width, mm: 1100-1300; | - |
| | 3.2.3 Height, mm: not more than 1500; | - |
| | 3.2.4 Output, t/h: not less than 7; | - |
| | 3.2.5 Engine power, kW: not more than 30; | - |
| | 3.3 Belt conveyor with horizontal and inclined parts, with the overfill sensor and belt break control sensor; | One (1) unit |
| | 3.3.1 Length of horizontal part, mm: 1800; | - |
| | 3.3.2 Length of inclined part, mm: 2600; | - |
| | 3.3.3 Inclination: 35°; | - |
| | 3.3.4 Width, mm: 700-800; | - |
| | 3.3.5 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.3.6 Engine power, kW: not more than 2.5; | - |
| | 3.3.7 Height of horizontal part, mm: not more than 500; | - |
| | 3.3.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | - |
| | 3.4 Drum separator with unloading belt conveyor, with replaceable sieves and sieve cleaning system, with canopy for protection from precipitation; | One (1) unit |
| | 3.4.1 Length, mm: 4000-5000; | - |
| | 3.4.2 Width, mm: 2200-2800; | - |
| | 3.4.3 Height, mm: 3000-3500; | - |
| | 3.4.4 Capacity, t/h: not less than 7; | - |
| | 3.4.5 Engine power, kW: not more than 2.2; | - |
| | 3.5 Belt conveyor, with the overfill sensor and belt break control sensor; | One (1) unit |
| | 3.5.1 Length, mm: 10700; | - |
| | 3.5.2 Width, mm: 740; | - |
| | 3.5.3 Inclination: 20°; | - |
| | 3.5.4 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.5.5 Engine power, kW: not more than 2.5; | - |
| | 3.5.6 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | - |
| | 3.6 Dual-flow switcher for belt conveyor with electric drive and throughput capacity not less than 7 t/h; | One (1) unit |
| | 3.7 Belt conveyor on supports, with the overfill sensor and belt break control sensor; | One (1) unit |
| | 3.7.1 Length, mm: 4750; | - |
| | 3.7.2 Width, mm: 700-800; | - |
| | 3.7.3 Inclination 20°; | - |

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| | 3.7.4 Height to the bottom of the conveyor, mm: 3000; | - |
| | 3.7.5 Height to the top of the conveyor, mm: 5000; | - |
| | 3.7.6 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.7.7 Engine power, kW: not more than 2.5; | - |
| | 3.7.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | - |
| | 3.8 Weigher-packer for "Big Bag" with collecting bin and strain-gauge balance; | One (1) unit |
| | 3.8.1 Length, mm: 2000-2400; | - |
| | 3.8.2 Width, mm: 1900-2000; | - |
| | 3.8.3 Height, mm: not more than 4300; | - |
| | 3.8.4 Volume of hopper, m³: not less than 1; | - |
| | 3.9 Belt conveyor with horizontal and inclined parts, with the overfill sensor and belt break control sensor; | One (1) unit |
| | 3.9.1 Length of horizontal part, mm: 1370; | - |
| | 3.9.2 Length of inclined part, mm: 2500; | - |
| | 3.9.3 Inclination: 35°; | - |
| | 3.9.4 Width, mm: 700-800; | - |
| | 3.9.5 Capacity of conveyor, t/h: not less than 2; | - |
| | 3.9.6 Engine power, kW: not more than 2.5; | - |
| | 3.9.7 Height of horizontal part, mm: not more than 500; | - |
| | 3.9.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | |
| | 3.10 Belt conveyor on supports, with the overfill sensor and belt break control sensor; | One (1) unit |
| | 3.10.1 Length, mm: 3350; | - |
| | 3.10.2 Width, mm: 700-800; | - |
| | 3.10.3 Inclination: 20°; | - |
| | 3.10.4 Height to the bottom of the conveyor, mm: 3000; | - |
| | 3.10.5 Height to the top of the conveyor, mm: 4500; | - |
| | 3.10.6 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.10.7 Engine power, kW: not more than 2.5; | - |
| | 3.10.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | |
| | 3.11 Dual-flow switcher for belt conveyor with electric drive and throughput capacity not less than 7 t/h; | One (1) unit |
| | 3.12 Sapropel hopper with manual slide valve and 4 strain sensors; | One (1) unit |
| | 3.12.1 Length, mm: 3000-3300; | - |
| | 3.12.2 Width, mm: 3000-3300; | - |
| | 3.12.3 Height to the bottom of slide valve, mm: not | - |

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| | less than 1000; | |
| | 3.12.4 Volume of hopper, m³: not less than 5; | - |
| | 3.12.5 Upper cone angle: 45°; | - |
| | 3.12.6 Lower cone angle: 70°; | - |
| | 3.12.7 Lower cone material: two-layer steel; internal part of the lower cone – stainless steel (polished), the external part of the lower cone – steel plate; | - |
| | 3.13 Peat hopper with manual slide valve and 4 strain sensors; | One (1) unit |
| | 3.13.1 Length, mm: 3000-3300; | - |
| | 3.13.2 Width, mm: 3000-3300; | - |
| | 3.13.3 Height, mm: not more than 3000; | - |
| | 3.13.4 Height to the bottom of the slide valve, mm: not less than 1000; | - |
| | 3.13.5 Volume of hopper, m³: not less than 5; | - |
| | 3.13.6 Upper cone angle: 45°; | - |
| | 3.13.7 Lower cone angle: 70°; | - |
| | 3.13.8 Material of the lower cone: two-layer steel; internal part of the lower cone – stainless steel (polished), external part of the lower cone – steel plate; | - |
| | 3.14 Dozing belt conveyor fastened to the hopper slide valve, with frequency converter, overfill sensor and belt break control sensor; | Two (2) units |
| | 3.14.1 Length, mm: 2200; | - |
| | 3.14.2 Width, mm: 700-800; | - |
| | 3.14.3 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.14.4 Engine power, kW: not more than 2.5; | - |
| | 3.14.5 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | - |
| | 3.15 Belt conveyor with horizontal and inclined parts, with overfill sensor and belt break control sensor; | One (1) unit |
| | 3.15.1 Length of horizontal part, mm: 3860; | - |
| | 3.15.2 Length of inclined part, mm: 5760; | - |
| | 3.15.3 Inclination: 35°; | - |
| | 3.15.4 Width, mm: 700-800; | - |
| | 3.15.5 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.15.6 Engine power, kW: not more than 2.5; | - |
| | 3.15.7 Height of horizontal part, mm: not more than 500; | - |
| | 3.15.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | - |
| | 3.16 Measuring hopper for fertilizers with screw conveyor; | Four (4) units |
| | 3.16.1 Length, mm: 3324; | - |

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| | 3.16.2 Width, mm: 583; | - |
| | 3.16.3 Height, mm: 1172; | - |
| | 3.16.4 Installed capacity of electric engine, kW: not more than 2; | - |
| | 3.16.5 Hopper volume, l: not less than 150; | - |
| | 3.17 Weighing hopper for fertilizers with strain-gauge balance and unloading conveyor; | One (1) unit |
| | 3.17.1 Length, mm: 4500-5000; | - |
| | 3.17.2 Width, mm: 1600-1800; | - |
| | 3.17.3 Height, mm: not more than 2200; | - |
| | 3.17.4 Installed capacity of conveyor electric engine, kW: not more than 2.5; | - |
| | 3.18 Horizontal mixer on support frame; | One (1) unit |
| | 3.18.1 Volume of the mixer chamber, m³: not less than 1; | - |
| | 3.18.2 Duration of mixing, min: 2-10; | - |
| | 3.18.3 Length, mm: 3000-3300; | - |
| | 3.18.4 Width, mm: 1300-1500; | - |
| | 3.18.5 Height, mm: not more than 3000; | - |
| | 3.18.6 Height from the floor to the bottom of unloading hopper, mm: not less than 550; | - |
| | 3.18.7 Installed capacity of the drive electric motor, kW: not more than 13; | - |
| | 3.19 Belt conveyor with horizontal and inclined parts, with overfill sensor and belt break control sensor; | One (1) unit |
| | 3.19.1 Length of horizontal part, mm: 2500; | - |
| | 3.19.2 Length of inclined part, mm: 5800; | - |
| | 3.19.3 Inclination: 35°; | - |
| | 3.19.4 Width, mm: 700-800; | - |
| | 3.19.5 Capacity of conveyor, t/h: not less than 7; | - |
| | 3.19.6 Engine power, kW: not more than 2.5; | - |
| | 3.19.7 Height of horizontal part, mm: not more than 500; | - |
| | 3.19.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | - |
| | 3.20 Soil and subsoil hopper with manual slide valve and upper and lower level sensors; | One (1) unit |
| | 3.20.1 Length, mm: 3000-3300; | - |
| | 3.20.2 Width, mm: 3000-3300; | - |
| | 3.20.3 Height, mm: not more than 3000; | - |
| | 3.20.4 Height to the bottom of the slide valve, mm: not less than 1000; | - |
| | 3.20.5 Volume of hopper, m³: not less than 5; | - |
| | 3.20.6 The cone upper angle: 45°; | - |

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| | 3.20.7 The cone lower angle: 70°; | - |
| | 3.20.8 Material of the lower cone: two-layer steel; internal part of the lower cone – stainless steel (polished), external part of the lower cone – steel plate; | - |
| | 3.21 Feeding drag-chain conveyor for soil and subsoil; | One (1) unit |
| | 3.21.1 Length (floor projection), mm: 4200; | - |
| | 3.21.2 Width (along supports), mm: 1200; | - |
| | 3.21.3 Height, mm: 3320; | - |
| | 3.21.4 Capacity of conveyor, t/h: not less than 3; | - |
| | 3.21.5 Inclination: 35°; | - |
| | 3.21.6 Engine power, kW: not more than 1; | - |
| | 3.22 Automatic packer of soil and subsoil into heat-sealing packs (low, high density polyethylene) with conveyor for unloading of packs with compaction and perforation of packs for air release; | One (1) unit |
| | 3.22.1 Purpose: Making of “pillow” packs with patch handle for three fingers; | - |
| | 3.22.2 Thermal transfer dater (two-row): available; | - |
| | 3.22.3 Output, packs/min: not less than 5; | - |
| | 3.22.4 Measuring limits, l: 1-30; | - |
| | 3.22.5 Maximum pack size, mm: 450x900; | - |
| | 3.22.6 Volume of hopper, l: not less than 100; | - |
| | 3.22.7 Length, mm: 1600-1800; | - |
| | 3.22.8 Width, mm: 1500-1700; | - |
| | 3.22.9 Height, mm: not more than 3000; | - |
| | 3.22.10 Installed capacity of electric engines, kW: not more than 5; | - |
| | 3.23 Piston compressor with belt drive, pressure 8 bar; | One (1) unit |
| | 3.23.1 Volume of receiver, l: not less than 100; | - |
| | 3.23.2 Installed capacity of electric engine, kW: not more than 3; | - |
| | 3.23.3 Capacity, l/min: not less than 550; | - |
| | 3.23.4 Length, mm: 1000-1200; | - |
| | 3.23.5 Width, mm: 400-600; | - |
| | 3.23.6 Height, mm: 800-1000; | - |
| | 3.24 Control panel: panel is to provide single control and command over the technological process. It carries out the preset dosing of components into the mixer, demonstrates volume of peat and sapropel in hoppers and allows to carry out the emergency stop of the line; | One (1) unit |
| | 3.25 Equipment coating: resistant to temperature, mechanical and chemical impacts; | - |
| | 3.26 Automation system of technological processes (materials and equipment for the automation system | One (1) set |

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| | <p>shall include power, control cables, control cabinet, sensors and starters, angles, boxes, etc.): Automation system shall ensure the following:</p> <ul style="list-style-type: none"> - control of electric drives of screws, conveyor and mixer; – operation of equipment as per the technological program; – protection from roll-off (order of switching on from the end of line and switching off from the beginning of the line); – control of operation and protection from overfill of screws and conveyor by means of movement sensors; – control of lower and upper levels of the product in reservoirs; – control of weight of product in hoppers; – emergency stop of equipment from posts of emergency stop installed near screws; | |
| | <p>3.26.1 Remote centralized start and stop of electric engines of the process and conveying equipment: available;</p> | - |
| | <p>3.26.2 Emergency stop of electric engine: availability for all electric engines;</p> | |
| | <p>3.26.3 Local control of equipment: availability for each device for carrying out technological operations (machine);</p> | |
| | <p>3.26.4 Automatic blocking of electric engines of machines or groups of machines in such a manner that the sequence of start and stop modes as well as emergency stop could avoid rolls-off and overfills: available;</p> | |
| | <p>3.26.5 Control of functioning of conveying equipment: installation of overfill sensors, belt break control sensors, switching off conveyor in case of overfilling of box or breaking of the belt;</p> | |
| | <p>3.27 Safety and protection devices (included in the set of equipment), guard railing of all moving and rotating parts of mechanisms to ensure safety of equipment operation and industrial communications: available.</p> | |

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

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| Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i> | <input checked="" type="checkbox"/> 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus |
| Exact Address of Delivery/Installation Location | 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus |
| Mode of Transport Preferred | <input checked="" type="checkbox"/> LAND |
| | <input checked="" type="checkbox"/> SEA |
| Turnkey Project Completion (Commissioning of Equipment and Acceptance by the Purchaser) Date | Ninety (90) calendar days from the contract signature date <i>(alternate delivery schedule may also be considered if found acceptable to the Purchaser)</i> |
| Customs, if needed, clearing shall be done by: | <input checked="" type="checkbox"/> UNDP |
| Ex factory / Pre-shipment inspection | The Purchaser (or inspection agent appointed by the Purchaser) shall have the right at its own cost to conduct pre-shipment inspection of the equipment. Should the equipment fail to meet the contract specifications the Supplier shall take immediate steps to remedy the deficiency, rectify any defect and replace any defective part or replace the defective equipment at its own cost to the satisfaction of the Purchaser |
| Equipment manufacturer testing requirements | The equipment shall be successfully tested as per the manufacturer's standard procedure. The Supplier shall provide the manufacturer's quality inspection and testing certificates for the equipment under the contract. Acceptance of tests, approval of assemblies, tests and test procedures and acceptance of pertinent test certificates, or waiving of inspections and/or tests shall in no way relieve the Supplier of its contractual obligations in accordance with the provisions of the Contract |
| Documents to be submitted under the contract | The documents comprising drawings, diagrams, schedules, calculations, operation and maintenance manuals, troubleshooting manuals and other information shall be submitted as far as applicable by the Supplier to the Purchaser prior to manufacturing and/or installing the equipment in the number, quality and type as stated hereunder. The Purchaser reserves the right to request from the Supplier additional documents as may be required for proper understanding and definition of installation and operation of the equipment. Prior to manufacturing the Supplier shall submit overall drawings, |

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| | <p>documents of equipment as well as installation procedures for the equipment to the Purchaser for approval.</p> <p>The Purchaser's approval shall not relieve the Supplier from any obligations as specified in the ITB to meet its requirements to amend drawings or equipment due to failure, omissions, troubles, defects or damage during warranty period.</p> <p>The Supplier shall bear all necessary expenditures to provide documents, drawings and other information required by the Purchaser.</p> <p>All documents and drawings shall be in the English or Russian or Belarusian language.</p> <p>Documents and drawings to be submitted by the Supplier prior to manufacturing of equipment:</p> <p>-Arrangement drawings: they shall show the physical arrangement of equipment, equipment groups or complete units in relation to each other, to piping and cable channels, to the civil construction and reserved areas, etc. All arrangement shall be drawn according to standard scale.</p> <p>-Assembly drawings: they shall be submitted for all individual equipment units. The drawings shall indicate the main dimensions, elevations, tolerances, adjustments, clearances, capacities and the reference numbers of the respective shop drawings and part lists.</p> <p>-Execution drawings: they shall include the shop drawings, erection drawings, process diagrams, parts lists showing the dimensions, design and data of all equipment to be supplied under the contract.</p> <p>Documents and drawings to be submitted by the Supplier prior to assembly and erection of equipment:</p> <p>-Sapropel processing line data sheet;</p> <p>-List of applicable standards;</p> <p>-Guidelines for disassembly, transportation and storage of the equipment;</p> <p>-List of special tools and equipment (if any);</p> <p>-Operating and maintenance manuals:</p> <p>The Manuals' contents shall be as complete and specific as possible, and specific to the materials and equipment supplied under the contract. Nomenclature or reference to any one item shall be consistent throughout the Manuals. The Manuals shall provide not only advice on the routine maintenance tasks but also give instruction on the correct operation of the equipment. Use shall be made of drawings, diagrams, pictures or actual photographs when they add to the understanding and clarify the text. Precautions and warnings related to safety of life and equipment shall be included in the Manuals. The Manuals shall contain a complete and accurate description of the equipment, its assembly and dismantling as well as of all components (with the part number of each individual item or part). A list stating clearances, tolerances, temperatures, fits etc. is to be made part of</p> |
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| | <p>the Manuals. One section shall describe regular and preventive maintenance procedures and shall indicate the inspections required at regular intervals, the inspection procedure, the devices and tools required for inspection, the routine for equipment calibration and adjustment, the regular safety checks and similar steps. The Manuals shall also contain a list of fuels and lubricants to be used, if any, their grades, lubrication points, consumption rates, regularity and methods of replacement of lubricants.</p> <p><u>The Manuals shall include all required types of servicing, maintenance and repairs, quantity and sequence of repairs of various types, specified life time up to the repair of each type.</u></p> <p>-Troubleshooting manuals.</p> <p>Technical documentation for design and preparation of foundations, pits for installation of equipment, if such foundations and/or pits are required, shall be provided by the <u>Supplier at the earliest but not later than 30 days prior to the delivery of equipment.</u> The foundations and pits are to be constructed by the Purchaser (End-user) at the Purchaser's expense</p> |
| Packing requirements | <p>All parts of the equipment supplied and installed under this contract shall be protected and insured from the date of manufacturing until delivery to the installation site in Zhitkovichi against damage of any kind at the Supplier's cost.</p> <p>All parts of the equipment shall be packed at the place of manufacturer suitably protected against corrosion, water, sand, heat, frost, atmospheric conditions, shocks, impacts, vibrations, etc. Dismantling shall be done into convenient sections so that the weights and sizes are suitable for transportation to the installation site and for handling on the site. All packaging costs shall be included in the contract price, return of package and packing materials to the Supplier is not provided for.</p> <p>All equipment shall be marked with correct designation shown on the Supplier's detailed drawings and other documents (packing lists, spare part lists, operating and maintenance manuals, etc) to ensure suitability for erection at the installation site</p> |
| Acceptance of Goods and Services | <p>The Purchaser is to accept the delivered Goods by quantity (intermediate acceptance of Goods which does not confirm fulfillment of the Supplier's obligations under the turnkey project) in the presence of the Supplier's representative (or on its own) within maximum 5 work days after the Goods receipt at the Purchaser's warehouse as per the waybill and invoice, other shipping documents and inspection of the Goods (in the case of partial or incomplete delivery the Purchaser shall have the right to request the Supplier to promptly deliver the missing parts and accept the Goods only after the Goods are complete. In the case of obvious (visible) defects in the delivered Goods the Purchaser shall have the right not to accept such Goods and request replacement</p> |

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| | <p>of the faulty Goods (or part of the Goods) at the earliest. With regard to the acceptance of the Goods as per the parameters and characteristics which can be determined only in the course of installation, precommissioning and commissioning tests, quality acceptance of the Goods (commissioning) shall be signing by the Purchaser of the certificate of handing-over and acceptance of the Goods and related services following successful commissioning tests (as per the tests program made and agreed by both parties along with the signing of the contract). Then the Purchaser shall hand over the Goods to the Supplier as per the certificate of the transfer of the Goods from the Purchaser to the Supplier to perform the related services (installation, precommissioning and commissioning, training).</p> <p>Upon completion of the related services the Supplier shall hand over the Goods under the certificate of handing-over and acceptance of the Goods and related services (the said certificate shall be the confirmation of the successful completion of the turnkey project). Should the Purchaser refuses to sign the certificate of handing-over and acceptance of the Goods and related services due to the substantial functional deficiencies of the Goods attributed to the Supplier, the Purchaser shall forward the written substantiation of such refusal to the Supplier within 5 calendar days and the statement of functional deficiencies is to be made then. The specific timeframe of rectification of deficiencies will depend on the complexity of deficiencies and shall be agreed together with the statement of functional deficiencies. Maximum period of rectification of deficiencies shall not exceed 1 month from the moment of signing the statement of functional deficiencies. The rectification of deficiencies shall be done at the Supplier's expense. Following completion of rectification of defects the Supplier will send the requisite notification to the Purchaser requesting the Purchaser to conduct the repeated commissioning tests and the Purchaser will conduct such commissioning tests without delay.</p> <p>Should quality and (or) quantity deficiencies be revealed the Purchaser shall have the right at its own choice to request the Supplier to: replace the Goods (or respective parts of the Goods) for the properly functioning Goods, or rectify the revealed deficiencies by making repairs, etc, or supply and deliver the deficient quantity of Goods, or return contract amounts paid by the Purchaser as per i.5.7 of the General Conditions of Contract</p> |
| Equipment storage and temporary working area at the equipment installation site | Equipment storage and temporary working area for the Supplier's engineer(s) will be provided at the installation site in Zhitkovichi by the Purchaser (End-user) |
| Surface treatment and painting requirements | <p>All equipment shall be supplied with complete and reliable surface treatment and painting.</p> <p>All the methods, processes and materials used for surface treatment and painting shall comply with relevant safety rules and</p> |

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| | <p>health standards and do not contaminate the environment.</p> <p>Coating materials shall be standard products of a reputable manufacturer with strong experience in the field of corrosion protection of the type of equipment to be supplied</p> |
| Installation, precommissioning and commissioning | <p>The Supplier shall complete the turnkey project including: Installation, startup and adjustment, precommissioning and commissioning of the equipment. Installation, startup and adjustment, precommissioning and commissioning include:</p> <ul style="list-style-type: none"> -assembly and installation of the line; -all start-up and adjustment works; -all trial runs; -commissioning tests, commissioning of the equipment and handing over the equipment to the Purchaser; -all auxiliary works required to complete the above. <p>The Purchaser and the End-user of the sapropel processing line shall provide the following:</p> <ul style="list-style-type: none"> - preparation of the premises for the installation of the equipment and construction works required for the installation of equipment (construction of foundations, peats, other works as required) before commencement of assembly and installation works; - power supply (voltage 380/220 V); - power cable connection to the technological equipment as instructed by the Supplier; - air exhaust system in the building; - lifting equipment to unload the equipment delivered to the installation site; - lighting; - water supply; - fire alarm and fire-fighting system; - lifting equipment to perform assembly and installation of supplied equipment; - consumables for the precommissioning and commissioning tests (raw materials); <p>The Supplier shall conduct the initial briefing on the labor protection and safety measures with its specialists who will be engaged in the installation of the equipment.</p> <p>The Supplier shall appoint its representative to efficiently tackle all issues which may arise in the course of works and to ensure safe performance of works as per the law of the Republic of Belarus currently in force</p> |
| Supplier's personnel | <p>The Supplier shall dispatch experienced staff to the installation site in Zhitkovichi to perform assembly, installation, precommissioning, testing, commissioning and handing over the equipment to the Purchaser.</p> <p>The Purchaser shall not be responsible for any costs and other</p> |

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| | needs of the Supplier's staff, performing related services (and also visits of the Supplier's specialists to the equipment installation site to make measurements and site inspection, if required), i.e. accommodation, food and drinks, transportation and travel, fuel, insurance, daily allowance and expenses, etc. (if any). All above and associated expenses (salary) shall be included by the Supplier in the contract price |
| Labor safety and environmental hygiene | All personnel of the Supplier at the installation site shall be aware of and follow all state regulations related to labor safety and environmental hygiene in force in the Republic of Belarus. The Supplier is responsible for purchasing the labor insurance (if any) for all its personnel at its own expense |
| Training of operators on operation and maintenance of equipment | The Supplier shall provide training of the Purchaser's staff on the sapropel processing line operation, servicing and maintenance in Zhitkovichi according to the Supplier's standard program. Language of instruction: Russian or English (in the case of English language the interpreter will be provided by the Purchaser) |
| Warranty | Not less than 24 months for all units (parts) and for the set of sapropel processing line as a whole from the date of line commissioning (signing of the certificate of handing-over and acceptance of the Goods and related services by both parties) |
| Technical Support Requirements | <p>Warranty requirements: The Supplier / authorized representatives of the Supplier shall provide warranty servicing at the Supplier's cost and shall cover labour, materials and parts.</p> <p>The Supplier shall ensure warranty repairs, restoration of normal functioning of the Goods and replacement of faulty parts of the supplied Goods at the request of the Purchaser or the End-user within 72 hours upon receipt of such request (if and when required the Supplier's qualified specialist shall be send to the equipment location for the rectification of defects).</p> <p>The Supplier guarantees that during the warranty period transportation of the Goods and parts and units of the Goods from the place of the Goods operation to the service center of the Supplier and back to the place of operation in order to perform warranty repairs and servicing, if required, shall be done at the Supplier's cost.</p> <p>If during the warranty period any defect should be found in the design, engineering, materials, and workmanship of the Goods supplied or any latent defect should be found in the related services provided by the Supplier which could not be revealed during acceptance by the Purchaser of the provided related services, the Supplier shall promptly, in consultation and agreement with the Purchaser or the End-user regarding appropriate timeframe and remedying of the defects, and at its sole cost, repair, replace, or otherwise make good such defects.</p> <p>Any defective parts or the whole of the Goods that have been replaced by the Supplier shall remain property of the Supplier.</p> <p>The Supplier shall not be responsible for the repair, replacement,</p> |

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| | <p>or making good of any defect or of any damage to the Goods arising out of or resulting from any of the following causes:</p> <p>(a) improper operation or maintenance of the Goods by the Purchaser;</p> <p>(b) normal wear and tear;</p> <p>(c) modifications made to the Goods by the Purchaser, or a third party, not approved by the Supplier.</p> <p>Servicing requirements, service center:</p> <p>The Supplier shall provide after-sales servicing of the sapropel processing line for a minimum period of 5 years from the date of line commissioning (under a separate service agreement to be signed by the Supplier and the End-user of the line).</p> <p>The Supplier shall guarantee the service life of the sapropel processing line till the first capital repairs (except for the high-wear parts) for a period of not less than 5 years.</p> <p>After-sales fault diagnoses and maintenance of the line, if required, shall be provided by the Supplier's qualified specialist(s) within reasonable time following written request by the End-user at the location of the line.</p> <p>The Supplier shall ensure product support service (in normal business hours), which include provision of responses to all questions regarding operation of equipment, recommendations for operation, classification of problems and formulation of recommendations online, by phone or other means of communication.</p> <p>The technical support centre for servicing of the sapropel processing line shall be located in the Republic of Belarus (or there shall be regional representation providing servicing on the territory of the Republic of Belarus).</p> <p>Spare parts requirements:</p> <p>The Supplier shall warranty supply of spare parts following purchase orders of the Purchaser or the End-user for a minimum period of 5 years. The supplied spare parts shall be carefully packed for long-term storage under the site conditions.</p> <p>List of recommended spare parts and consumables for a five (5) year period of equipment operation, including their current prices and suppliers shall be provided by the Supplier with the documentation on the sapropel processing line</p> |
| Payment Terms | <p><input checked="" type="checkbox"/> Goods (sapropel processing line): 100% within 10 bank days upon signing by the Purchaser of the certificate of handing-over and acceptance of the Goods and related services (installation, precommissioning and commissioning, training of operators), or</p> <p><input checked="" type="checkbox"/> Goods: Advance payment in the amount of up to 20% of the contract price of the Goods within 10 bank days after signing the contract (or provision of the Advanced payment guarantee if such guarantee is required), 80% of the Goods price less advance within 15 bank days upon acceptance of the Goods at the Purchaser's warehouse (intermediate acceptance) and 20% of the Goods price</p> |

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| | <p>within 10 bank days upon signing by the Purchaser of the certificate of handing-over and acceptance of the Goods and related services (installation, precommissioning and commissioning, training of operators).</p> <p><i>If the advanced payment that the Offeror will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Offeror must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Annex 5 (The Purchaser may request the Advanced Payment Security for any amount it deems necessary to secure)</i></p> <p><input checked="" type="checkbox"/> Related services (installation, precommissioning and commissioning, training of operators): 100% of the contract price of related services within 10 bank days upon signing by the Purchaser of the certificate of handing-over and acceptance of the Goods and related services (installation, precommissioning and commissioning, training of operators)</p> |
| Conditions for Release of Payment | <p><input checked="" type="checkbox"/> Pre-shipment Inspection <i>[as per the "Ex factory / Pre-shipment inspection" item above]</i></p> <p><input checked="" type="checkbox"/> Precommissioning, tests <i>[as per the "Installation, precommissioning and commissioning" item above]</i></p> <p><input checked="" type="checkbox"/> Commissioning <i>[as per the "Installation, precommissioning and commissioning" above]</i></p> <p><input checked="" type="checkbox"/> Training on Operation and Maintenance of Equipment <i>[as per the "Training of personnel on Operation and Maintenance" above]</i></p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods and Services <i>[as per the "Acceptance of Goods and Services" above]</i> based on full compliance with ITB requirements</p> |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | <p><input checked="" type="checkbox"/> English</p> <p><input checked="" type="checkbox"/> Russian or Belarusian</p> |

Section 4: Bid Submission Form¹

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

[insert: Location, Date]

To: UNDP in Belarus

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid No.BLR/300/2017 dated 28/04/2017. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 120 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this form with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form²

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.BLR/300/2017

Page _____ of _____ pages

| | | |
|--|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i> | | |
| 2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i> | | |
| 3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i> | | |
| 4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (Score and Source, if any) Annual turnover for the last two years: 2015: _____; 2016: _____. | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> | | |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N) | | |

² The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

[please mark this form with your corporate seal, if available]

Joint Venture Partner Information Form (if Registered)³

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.BLR/300/2017

Page _____ of _____ pages

| | | |
|---|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i> | | |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i> | | |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i> | | |
| 4. Year of Registration: <i>[insert Party's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contracts for the past five (5) years | | |
| 10. Latest Credit Rating (if any) | | |
| Annual turnover for the last two years: 2015: _____; 2016: _____. | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 12. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N) | | |
| 13. JV's Party Authorized Representative Information | | |
| Name: <i>[insert name of JV's Party authorized representative]</i> | | |
| Address: <i>[insert address of JV's Party authorized representative]</i> | | |
| Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> | | |
| Email Address: <i>[insert email address of JV's Party authorized representative]</i> | | |
| 14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> | | |
| <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

³ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

[please mark this form with your corporate seal, if available]

Section 6: Technical Bid Form⁴

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| ITB No.BLR/300/2017 for the Turnkey Project for the Supply of Sapropel Processing Line and Performance of Related services (Installation, Precommissioning a Commissioning, Training of Operators) |
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| Name of Bidding Organization / Firm: | |
| Country of Registration: | |
| Name of Contact Person for this Bid: | |
| Address: | |
| Phone / Fax: | |
| Email: | |

| SECTION 1: EXPERTISE OF FIRM/ ORGANISATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--------|----------------|--------------------|--------------------------------|--------------------------|---|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <p><i>This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.</i></p> <p>1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration. Provide printed brochures and/or product catalogues (in English or Russian) relevant to the goods being procured with technical information and general views.</p> <p>1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last three (3) years which are related or relevant to those required for this Contract (at least 2 contracts).</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 12.5%;">Name of project</th> <th style="width: 12.5%;">Client</th> <th style="width: 12.5%;">Contract Value</th> <th style="width: 12.5%;">Period of activity</th> <th style="width: 12.5%;">Types of activities undertaken</th> <th style="width: 12.5%;">Status or Date Completed</th> <th style="width: 25%;">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | | | | | Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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⁴ Technical Bids not submitted in this format may be rejected.

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

| Item to be Supplied | Q-ty | Description / Specifications of Goods (required) | Description / Specifications of Goods (offered) <i>Please indicate parameters of the offered Goods</i> |
|--------------------------|-------|---|---|
| Sapropel processing line | 1 set | MODEL, MANUFACTURER, COUNTRY OF ORIGIN | <i>Please indicate model, manufacturer, country of origin of the offered goods: Model: _____ Manufacturer: _____ Country of origin: _____</i> |
| | | 1.Type: equipment of the line for processing of sapropel by crushing, purification and separation aimed at obtaining of organic mineral stock for drilling mud fluids with 50-60% humidity as well as for further use of the purified sapropel as organic mineral fertilizer for production of soil and subsoil; | <i>Please indicate conformity with the type:</i> |
| | | 2. The complete set of the sapropel processing line include: storing hopper with chain-and-slat feeding conveyor with variable speed drive and crushing drum for large pieces of sapropel, sapropel crusher, belt conveyors – 9 units, feeding drag-chain conveyor for soil and subsoil, drum separator, dual-flow switchers – 2 units, weigher-packer for “Big Bag” with collecting bin and strain-gauge balance, sapropel hopper, peat hopper, measuring hoppers for fertilizers – 4 units, weighing hopper for fertilizers, mixer, soil and subsoil hopper, packer, automation system, compressor, control panel; | <i>Please indicate the equipment included in the set:</i> |
| | | 2.1 The line production capacity at one- | <i>Please state production capacity of proposed</i> |

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| | <p>shift mode of operation:</p> <ul style="list-style-type: none"> – production capacity of the equipment for sapropel processing and production of organic mineral stock for drilling mud fluids – 7 t/ h; – production capacity of the equipment for production of sapropel-based soil and subsoil – 3 t/ h; | <p><i>line:</i></p> <ul style="list-style-type: none"> -for drilling mud fluids: -for soil and subsoil: |
| | 2.2 Electric power consumption: not more than 90 kW/h; | <i>Please indicate electric power consumption:</i> |
| | 3. Sapropel processing line, set: 1; | - |
| | 3.1 Storing hopper with chain-and-slat feeding conveyor with variable speed and crushing drum for large pieces of sapropel, with canopy for protection from precipitation, unit: 1; | <i>Please state availability, indicate model, specify set of the offered storing hopper:</i> |
| | 3.1.1 Length, mm: 5000-6000; | <i>Please indicate length:</i> |
| | 3.1.2 Width, mm: 2700-3300; | <i>Please indicate width:</i> |
| | 3.1.3 Height (without tent), mm: 3200-3800; | <i>Please indicate height:</i> |
| | 3.1.4 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.1.5 Volume of hopper, m³: not less than 7; | <i>Please indicate volume:</i> |
| | 3.1.6 Engine power, kW: not more than 5; | <i>Please indicate engine power:</i> |
| | 3.2 Sapropel crusher with magnetic catcher for metal parts weighing up to 1 kg (inclusive), unit: 1; | <i>Please state availability, indicate model, specify set of the offered crusher:</i> |
| | 3.2.1 Length, mm: 1300-1500; | <i>Please indicate length:</i> |
| | 3.2.2 Width, mm: 1100-1300; | <i>Please indicate width:</i> |
| | 3.2.3 Height, mm: not more than 1500; | <i>Please indicate height:</i> |
| | 3.2.4 Output, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.2.5 Engine power, kW: not more than 30; | <i>Please indicate engine power:</i> |
| | 3.3 Belt conveyor with horizontal and inclined parts, with the overfill sensor and belt break control sensor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered conveyor:</i> |
| | 3.3.1 Length of horizontal part, mm: 1800; | <i>Please indicate length of horizontal part:</i> |
| | 3.3.2 Length of inclined part, mm: 2600; | <i>Please indicate length of inclined part:</i> |
| | 3.3.3 Inclination: 35°; | <i>Please indicate inclination:</i> |
| | 3.3.4 Width, mm: 700-800; | <i>Please indicate width:</i> |
| | 3.3.5 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.3.6 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |

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| | 3.3.7 Height of horizontal part, mm: not more than 500; | <i>Please indicate height of horizontal part:</i> |
| | 3.3.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | <i>Please indicate type of belt and standard:</i> |
| | 3.4 Drum separator with unloading belt conveyor, with replaceable sieves and sieve cleaning system, with canopy for protection from precipitation, unit: 1; | <i>Please state availability, indicate model, specify set of the offered separator:</i> |
| | 3.4.1 Length, mm: 4000-5000; | <i>Please indicate length:</i> |
| | 3.4.2 Width, mm: 2200-2800; | <i>Please indicate width:</i> |
| | 3.4.3 Height, mm: 3000-3500; | <i>Please indicate height:</i> |
| | 3.4.4 Capacity, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.4.5 Engine power, kW: not more than 2.2; | <i>Please indicate availability:</i> |
| | 3.5 Belt conveyor, with the overfill sensor and belt break control sensor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered conveyor:</i> |
| | 3.5.1 Length, mm: 10700; | <i>Please indicate length:</i> |
| | 3.5.2 Width, mm: 740; | <i>Please indicate width:</i> |
| | 3.5.3 Inclination: 20°; | <i>Please indicate inclination:</i> |
| | 3.5.4 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.5.5 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |
| | 3.5.6 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | <i>Please indicate type of belt and standard:</i> |
| | 3.6 Dual-flow switcher for belt conveyor with electric drive and throughput capacity not less than 7 t/h, unit:1; | <i>Please state availability, indicate model, specify set of the offered switcher:</i> |
| | 3.7 Belt conveyor on supports, with the overfill sensor and belt break control sensor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered conveyor:</i> |
| | 3.7.1 Length, mm: 4750; | <i>Please indicate length:</i> |
| | 3.7.2 Width, mm: 700-800; | <i>Please indicate width:</i> |
| | 3.7.3 Inclination 20°; | <i>Please indicate inclination:</i> |
| | 3.7.4 Height to the bottom of the conveyor, mm: 3000; | <i>Please indicate height to the bottom of the conveyor:</i> |
| | 3.7.5 Height to the top of the conveyor, mm: 5000; | <i>Please indicate height to the top of the conveyor:</i> |
| | 3.7.6 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.7.7 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |
| | 3.7.8 Conveyor belt: for average operating conditions as per GOST 20-85 | <i>Please indicate type of belt and standard:</i> |

| | | |
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| | or equivalent; | |
| | 3.8 Weigher-packer for "Big Bag" with collecting bin and strain-gauge balance, unit: 1; | <i>Please state availability, indicate model, specify set of the offered device:</i> |
| | 3.8.1 Length, mm: 2000-2400; | <i>Please indicate length:</i> |
| | 3.8.2 Width, mm: 1900-2000; | <i>Please indicate width:</i> |
| | 3.8.3 Height, mm: not more than 4300; | <i>Please indicate height:</i> |
| | 3.8.4 Volume of hopper, m³: not less than 1; | <i>Please indicate volume of hopper:</i> |
| | 3.9 Belt conveyor with horizontal and inclined parts, with the overfill sensor and belt break control sensor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered belt conveyor:</i> |
| | 3.9.1 Length of horizontal part, mm: 1370; | <i>Please indicate length:</i> |
| | 3.9.2 Length of inclined part, mm: 2500; | <i>Please indicate length of inclined part:</i> |
| | 3.9.3 Inclination: 35°; | <i>Please indicate inclination:</i> |
| | 3.9.4 Width, mm: 700-800; | <i>Please indicate width:</i> |
| | 3.9.5 Capacity of conveyor, t/h: not less than 2; | <i>Please indicate capacity:</i> |
| | 3.9.6 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |
| | 3.9.7 Height of horizontal part, mm: not more than 500; | <i>Please indicate height of horizontal part:</i> |
| | 3.9.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | <i>Please indicate type of belt and standard:</i> |
| | 3.10 Belt conveyor on supports, with the overfill sensor and belt break control sensor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered belt conveyor:</i> |
| | 3.10.1 Length, mm: 3350; | <i>Please indicate length:</i> |
| | 3.10.2 Width, mm: 700-800; | <i>Please indicate width:</i> |
| | 3.10.3 Inclination: 20°; | <i>Please indicate inclination:</i> |
| | 3.10.4 Height to the bottom of the conveyor, mm: 3000; | <i>Please indicate height to the bottom of the conveyor:</i> |
| | 3.10.5 Height to the top of the conveyor, mm: 4500; | <i>Please indicate height to the top of the conveyor:</i> |
| | 3.10.6 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.10.7 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |
| | 3.10.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | <i>Please indicate type of belt and standard:</i> |
| | 3.11 Dual-flow switcher for belt conveyor with electric drive and throughout capacity not less than 7 t/h, unit: 1; | <i>Please state availability, indicate model, specify set of the offered switcher:</i> |

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| | | 3.12 Sapropel hopper with manual slide valve and 4 strain sensors, unit: 1; | <i>Please state availability, indicate model, specify set of the offered hopper:</i> |
| | | 3.12.1 Length, mm: 3000-3300; | <i>Please indicate length:</i> |
| | | 3.12.2 Width, mm: 3000-3300; | <i>Please indicate width:</i> |
| | | 3.12.3 Height to the bottom of slide valve, mm: not less than 1000; | <i>Please indicate height to the bottom of the valve:</i> |
| | | 3.12.4 Volume of hopper, m³: not less than 5; | <i>Please indicate volume of hopper:</i> |
| | | 3.12.5 Upper cone angle: 45°; | <i>Please indicate cone angle:</i> |
| | | 3.12.6 Lower cone angle: 70°; | <i>Please indicate cone angle:</i> |
| | | 3.12.7 Lower cone material: two-layer steel; internal part of the lower cone – stainless steel (polished), the external part of the lower cone – steel plate; | <i>Please indicate steel grade and state conformity with the requirement:</i> |
| | | 3.13 Peat hopper with manual slide valve and 4 strain sensors, unit: 1; | <i>Please state availability, indicate model, specify set of the offered hopper:</i> |
| | | 3.13.1 Length, mm: 3000-3300; | <i>Please indicate length:</i> |
| | | 3.13.2 Width, mm: 3000-3300; | <i>Please indicate width:</i> |
| | | 3.13.3 Height, mm: not more than 3000; | <i>Please indicate height:</i> |
| | | 3.13.4 Height to the bottom of the slide valve, mm: not less than 1000; | <i>Please indicate height to the bottom of the valve:</i> |
| | | 3.13.5 Volume of hopper, m³: not less than 5; | <i>Please indicate volume of hopper:</i> |
| | | 3.13.6 Upper cone angle: 45°; | <i>Please indicate cone angle:</i> |
| | | 3.13.7 Lower cone angle: 70°; | <i>Please indicate cone angle:</i> |
| | | 3.13.8 Material of the lower cone: two-layer steel; internal part of the lower cone – stainless steel (polished), external part of the lower cone – steel plate; | <i>Please indicate steel grade and state conformity with the requirement:</i> |
| | | 3.14 Dozing belt conveyor fastened to the hopper slide valve, with frequency converter, overfill sensor and belt break control sensor, unit: 2; | <i>Please state availability, indicate model, specify set of the offered conveyor:</i> |
| | | 3.14.1 Length, mm: 2200; | <i>Please indicate length:</i> |
| | | 3.14.2 Width, mm: 700-800; | <i>Please indicate width:</i> |
| | | 3.14.3 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | | 3.14.4 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |
| | | 3.14.5 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | <i>Please indicate type of belt and standard:</i> |
| | | 3.15 Belt conveyor with horizontal and inclined parts, with overfill sensor and belt break control sensor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered conveyor:</i> |
| | | 3.15.1 Length of horizontal part, mm: 3860; | <i>Please indicate length of horizontal part:</i> |

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| | 3.15.2 Length of inclined part, mm: 5760; | <i>Please indicate length of inclined part:</i> |
| | 3.15.3 Inclination: 35°; | <i>Please indicate inclination:</i> |
| | 3.15.4 Width, mm: 700-800; | <i>Please indicate width:</i> |
| | 3.15.5 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity:</i> |
| | 3.15.6 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |
| | 3.15.7 Height of horizontal part, mm: not more than 500; | <i>Please indicate height of horizontal part:</i> |
| | 3.15.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | <i>Please indicate type of belt and standard:</i> |
| | 3.16 Measuring hopper for fertilizers with screw conveyor, unit: 4; | <i>Please state availability, compliance with quantity, indicate model, specify set of the offered hopper:</i> |
| | 3.16.1 Length, mm: 3324; | <i>Please indicate length:</i> |
| | 3.16.2 Width, mm: 583; | <i>Please indicate width:</i> |
| | 3.16.3 Height, mm: 1172; | <i>Please indicate height:</i> |
| | 3.16.4 Installed capacity of electric engine, kW: not more than 2; | <i>Please indicate installed capacity of electric engine:</i> |
| | 3.16.5 Hopper volume, l: not less than 150; | <i>Please indicate hopper volume:</i> |
| | 3.17 Weighing hopper for fertilizers with strain-gauge balance and unloading conveyor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered hopper:</i> |
| | 3.17.1 Length, mm: 4500-5000; | <i>Please indicate length:</i> |
| | 3.17.2 Width, mm: 1600-1800; | <i>Please indicate width:</i> |
| | 3.17.3 Height, mm: not more than 2200; | <i>Please indicate height:</i> |
| | 3.17.4 Installed capacity of conveyor electric engine, kW: not more than 2.5; | <i>Please indicate installed capacity of electric engine:</i> |
| | 3.18 Horizontal mixer on support frame, unit: 1; | <i>Please state availability, indicate model, state compliance with requirement:</i> |
| | 3.18.1 Volume of the mixer chamber, m³: not less than 1; | <i>Please indicate volume of chamber:</i> |
| | 3.18.2 Duration of mixing, min.: 2-10; | <i>Please indicate duration of mixing:</i> |
| | 3.18.3 Length, mm: 3000-3300; | <i>Please indicate length:</i> |
| | 3.18.4 Width, mm: 1300-1500; | <i>Please indicate width:</i> |
| | 3.18.5 Height, mm: not more than 3000; | <i>Please indicate height:</i> |
| | 3.18.6 Height from the floor to the bottom of unloading hopper, mm: not less than 550; | <i>Please indicate height from the floor to the bottom of unloading hopper:</i> |
| | 3.18.7 Installed capacity of the drive electric engine, kW: not more than 13; | <i>Please indicate installed capacity of electric engine:</i> |
| | 3.19 Belt conveyor with horizontal and inclined parts, with overfill sensor and belt break control sensor, unit: 1; | <i>Please state availability, indicate model, specify set of the offered conveyor:</i> |
| | 3.19.1 Length of horizontal part, mm: | <i>Please indicate length of horizontal part:</i> |

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| | 2500; | |
| | 3.19.2 Length of inclined part, mm: 5800; | <i>Please indicate length of inclined part:</i> |
| | 3.19.3 Inclination: 35°; | <i>Please indicate inclination:</i> |
| | 3.19.4 Width, mm: 700-800; | <i>Please indicate width:</i> |
| | 3.19.5 Capacity of conveyor, t/h: not less than 7; | <i>Please indicate capacity of conveyor:</i> |
| | 3.19.6 Engine power, kW: not more than 2.5; | <i>Please indicate engine power:</i> |
| | 3.19.7 Height of horizontal part, mm: not more than 500; | <i>Please indicate height of horizontal part:</i> |
| | 3.19.8 Conveyor belt: for average operating conditions as per GOST 20-85 or equivalent; | <i>Please indicate type of belt and standard:</i> |
| | 3.20 Soil and subsoil hopper with manual slide valve and upper and lower level sensors, unit: 1; | <i>Please state availability, indicate model, specify set of the offered hopper:</i> |
| | 3.20.1 Length, mm: 3000-3300; | <i>Please indicate length:</i> |
| | 3.20.2 Width, mm: 3000-3300; | <i>Please indicate width:</i> |
| | 3.20.3 Height, mm: not more than 3000; | <i>Please indicate height:</i> |
| | 3.20.4 Height to the bottom of the slide valve, mm: not less than 1000; | <i>Please indicate height to the bottom of valve:</i> |
| | 3.20.5 Volume of hopper, m³: not less than 5; | <i>Please indicate volume of hopper:</i> |
| | 3.20.6 The cone upper angle: 45°; | <i>Please indicate cone angle:</i> |
| | 3.20.7 The cone lower angle: 70°; | <i>Please indicate cone angle:</i> |
| | 3.20.8 Material of the lower cone: two-layer steel; internal part of the lower cone – stainless steel (polished), external part of the lower cone – steel plate; | <i>Please indicate steel grade and state conformity with the requirement:</i> |
| | 3.21 Feeding drag-chain conveyor for soil and subsoil, unit: 1; | <i>Please state availability, indicate model, specify set of the offered conveyor:</i> |
| | 3.21.1 Length (floor projection), mm: 4200; | <i>Please indicate length:</i> |
| | 3.21.2 Width (along supports), mm: 1200; | <i>Please indicate width:</i> |
| | 3.21.3 Height, mm: 3320; | <i>Please indicate height:</i> |
| | 3.21.4 Capacity of conveyor, t/h: not less than 3; | <i>Please indicate capacity:</i> |
| | 3.21.5 Inclination: 35°; | <i>Please indicate inclination:</i> |
| | 3.21.6 Engine power, kW: not more than 1; | <i>Please indicate engine power:</i> |
| | 3.22 Automatic packer of soil and subsoil into heat - sealing packs (low, high density polyethylene) with conveyor for unloading of packs with compaction and perforation of packs for air release, unit: 1; | <i>Please state availability, indicate model, specify set of the offered automatic packer:</i> |

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| | <p>3.22.1 Purpose: Making of “pillow” packs with patch handle for three fingers;</p> | <i>Please state conformity with requirement:</i> |
| | <p>3.22.2 Thermal transfer dater (two-row): available;</p> | <i>Please state conformity with requirement, indicate model:</i> |
| | <p>3.22.3 Output, packs/min: not less than 5;</p> | <i>Please indicate output:</i> |
| | <p>3.22.4 Measuring limits, l: 1-30;</p> | <i>Please indicate measuring limits:</i> |
| | <p>3.22.5 Maximum pack size, mm: 450x900;</p> | <i>Please indicate maximum pack size:</i> |
| | <p>3.22.6 Volume of hopper, l: not less than 100;</p> | <i>Please indicate volume of hopper:</i> |
| | <p>3.22.7 Length, mm: 1600-1800;</p> | <i>Please indicate length:</i> |
| | <p>3.22.8 Width, mm: 1500-1700;</p> | <i>Please indicate width:</i> |
| | <p>3.22.9 Height, mm: not more than 3000;</p> | <i>Please indicate height:</i> |
| | <p>3.22.10 Installed capacity of electric engines, kW: not more than 5;</p> | <i>Please indicate installed capacity of electric engine:</i> |
| | <p>3.23 Piston compressor with belt drive, pressure 8 bar;</p> | <i>Please state availability, indicate model, specify set of the offered compressor:</i> |
| | <p>3.23.1 Volume of receiver, l: not less than 100;</p> | <i>Please indicate volume:</i> |
| | <p>3.23.2 Installed capacity of electric engine, kW: not more than 3;</p> | <i>Please indicate installed capacity of electric engine:</i> |
| | <p>3.23.3 Capacity, l/min: not less than 550;</p> | <i>Please indicate output:</i> |
| | <p>3.23.4 Length, mm: 1000-1200;</p> | <i>Please indicate length:</i> |
| | <p>3.23.5 Width, mm: 400-600;</p> | <i>Please indicate width:</i> |
| | <p>3.23.6 Height, mm: 800-1000;</p> | <i>Please indicate height:</i> |
| | <p>3.24 Control panel, pc.: 1. Control panel is to provide single control and command over the technological process. It carries out the preset dosing of components into the mixer, demonstrates volume of peat and sapropel in hoppers and allows to carry out the emergency stop of the line;</p> | <i>Please state availability, indicate model, functions, state conformity with requirement:</i> |
| | <p>3.25 Equipment coating: resistant to temperature, mechanical and chemical impacts;</p> | <i>Please indicate type of coating and state conformity with requirement:</i> |
| | <p>3.26 Automation system of technological processes (materials and equipment for the automation system shall include power, control cables, control cabinet, sensors and starters, angles, boxes, etc.): Automation system shall ensure the following: - control of electric drives of screws, conveyor and mixer; – operation of equipment as per</p> | <i>Please state availability, functions, attach list of materials and equipment and state conformity with requirement:</i> |

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| | | <p>the technological program;</p> <ul style="list-style-type: none"> – protection from roll-off (order of switching on from the end of line and switching off from the beginning of the line); – control of operation and protection from overfill of screws and conveyor by means of movement sensors; – control of lower and upper levels of the product in reservoirs; – control of weight of product in hoppers; – emergency stop of equipment from posts of emergency stop installed near screws; | |
| | | 3.26.1 Remote centralized start and stop of electric engines of the process and conveying equipment: available; | <i>Please state conformity with requirement:</i> |
| | | 3.26.2 Emergency stop of electric engine: availability for all electric engines; | <i>Please state conformity with requirement:</i> |
| | | 3.26.3 Local control of equipment: availability for each device for carrying out technological operations (machine); | <i>Please state conformity with requirement:</i> |
| | | 3.26.4 Automatic blocking of electric engines of machines or groups of machines in such a manner that the sequence of start and stop modes as well as emergency stop could avoid rolls-off and overfills: available; | <i>Please state conformity with requirement:</i> |
| | | 3.26.5 Control of functioning of conveying equipment: installation of overfill sensors, belt break control sensors, switching off conveyor in case of overfilling of box or breaking of the belt; | <i>Please state conformity with requirement:</i> |
| | | 3.27 Safety and protection devices (included in the set of equipment), guard railing of all moving and rotating parts of mechanisms to ensure safety of equipment operation and industrial communications: available. | <i>Please state conformity with requirement:</i> |
| | | General Requirements: | - |
| | | 4. Warranty: Not less than (24) months for all units (parts) and for the set of sapropel processing line as a whole from the date of line commissioning (signing the certificate of handing-over and | <i>Please indicate warranty period and state conformity with requirement:</i> |

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| | | acceptance of the Goods and related services by both parties); | |
| | | <p>5. Warranty requirements: The Supplier / authorized representatives of the Supplier shall provide warranty servicing at the Supplier's cost and shall cover labour, materials and parts.</p> <p>The Supplier shall ensure warranty repairs, restoration of normal functioning of the Goods and replacement of faulty parts of the supplied Goods at the request of the Purchaser or the End-user within 72 hours upon receipt of such request (if and when required the Supplier's qualified specialist shall be send to the equipment location for the rectification of defects).</p> <p>The Supplier guarantees that during the warranty period transportation of the Goods and parts and units of the Goods from the place of the Goods operation to the service center of the Supplier and back to the place of operation in order to perform warranty repairs and servicing, if required, shall be done at the Supplier's cost.</p> <p>If during the warranty period any defect should be found in the design, engineering, materials, and workmanship of the Goods supplied or any latent defect should be found in the related services provided by the Supplier which could not be revealed during acceptance by the Purchaser of the provided related services, the Supplier shall promptly, in consultation and agreement with the Purchaser or the End-user regarding appropriate timeframe and remedying of the defects, and at its sole cost, repair, replace, or otherwise make good such defects.</p> <p>Any defective parts or the whole of the Goods that have been replaced by the Supplier shall remain property of the Supplier.</p> <p>The Supplier shall not be responsible for the repair, replacement, or making good of any defect or of any damage to the</p> | <p><i>Please state conformity with requirement:</i></p> |

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| | | <p>Goods arising out of or resulting from any of the following causes:</p> <p>(a) improper operation or maintenance of the Goods by the Purchaser;</p> <p>(b) normal wear and tear;</p> <p>(c) modifications made to the Goods by the Purchaser, or a third party, not approved by the Supplier;</p> | |
| | | <p>6. Servicing requirements, service center:</p> <p>The Supplier shall provide after-sales servicing of the sapropel processing line for a minimum period of 5 years from the date of line commissioning (under a separate service agreement to be signed by the Supplier and the End-user of the line).</p> <p>The Supplier shall guarantee the service life of the sapropel processing line till the first capital repairs (except for the high-wear parts) for a period of not less than 5 years.</p> <p>After-sales fault diagnoses and maintenance of the line, if required, shall be provided by the Supplier's qualified specialist(s) within reasonable time following written request by the End-user at the location of the line.</p> <p>The Supplier shall ensure product support service (in normal business hours), which include provision of responses to all questions regarding operation of equipment, recommendations for operation, classification of problems and formulation of recommendations online, by phone or other means of communication.</p> <p>The technical support centre for servicing of the sapropel processing line shall be located in the Republic of Belarus (or there shall be regional representation providing servicing on the territory of the Republic of Belarus);</p> | <p><i>Please state conformity with requirement:</i></p> |
| | | <p>7. Spare parts requirements:</p> <p>the Supplier shall warranty supply of spare parts following purchase orders of the Purchaser or the End-user for a</p> | <p><i>Please state conformity with requirement:</i></p> |

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| | | <p>minimum period of 5 years. The supplied spare parts shall be carefully packed for long-term storage under the site conditions.</p> <p>List of recommended spare parts and consumables for a five (5) year period of equipment operation, including their current prices and suppliers shall be provided by the Supplier with the documentation on the sapropel processing line;</p> | |
| | | <p>8. Year of manufacture and service life: all component parts and assemblies (assemble units) of the sapropel processing line shall be new, not used, manufactured in 2016-2017.</p> <p>The service life of the sapropel processing line till the first capital repairs shall be not less than 5 years;</p> | <p><i>Please state conformity and indicate the year of manufacture and service life:</i></p> |
| | | <p>9. Certification: copy of document confirming quality of Goods (the offered Goods must be from the manufacturers/suppliers adhering to ISO 9001 quality system (quality certification systems equivalent to ISO will also be considered) and/or the proposed Goods must have valid quality/conformity certificate/declaration or other document confirming quality, or product conformity marking;</p> | <p><i>Please indicate available certificates or other documents confirming quality and attach copy of the document:</i></p> |
| | | <p>10. Other: A Bidder must confirm that its Bid fully complies with all items, provisions and requirements of ITB Sections 3a and 3b.</p> | <p><i>Please state conformity (please indicate non-conformities, if any):</i></p> |

A supporting document with full details is to be annexed to this section.

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.4 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 2 of this document, if any.

2.5. Other: Please include in the Bid the following:

-Full details of warranty provided (please attach a copy of manufacturer's warranty and maintenance policy, schedule of regular maintenance in the warranty period, if available);

- Details of the technical support centre for the after sales servicing of the Goods, located in the Republic of Belarus (or regional representation in charge of after sales servicing on the territory of the Republic of Belarus);
- Technical documentation of the proposed Goods: Bidders should provide technical details of Goods offered in technical specifications or catalogues/descriptive literature (in Russian or English language) with pictures/drawings showing technical parameters, indicated in specifications of Section 6, and general views of the Goods;
- Schematic diagram of the proposed sapropel processing line with the explanatory note;
- Duly completed Delivery Schedule Form as below:

PROJECT IMPLEMENTATION SCHEDULE

Bidders are requested to specify their offered delivery and commissioning time (in days from the date of signing contract/Purchase Order). Bidders are requested to propose **earliest possible delivery and commissioning** time. The total period elapsing from the date of signing the Purchase Order to commissioning shall not exceed ninety (90) calendar days (alternate delivery schedule may also be considered if found substantiated and acceptable to the Purchaser).

| Item No. | Description | Quantity, Unit of Measure | Requested Implementation Schedule | Location of Installation and Training | Proposed Implementation Schedule |
|-----------------|---|----------------------------------|---|--|---|
| 1 | Sapropel processing line | 1 set | Not later than ninety (90) calendar days after signing the contract | 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus | |
| 1.1. | Manufacture and factory testing of equipment | - | - | - | |
| 1.2. | Supply and delivery of equipment | - | - | 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus | |
| 1.3. | Installation of the sapropel processing line, precommissioning, tests | - | - | 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus | |
| 1.3.1. | Commissioning | | Not later than ninety (90) calendar days after signing the contract | 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus | |
| 1.4. | Training of the End-user's operators | - | - | 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus | |

SECTION 3: PERSONNEL

3.1 Qualifications of Key Personnel. Provide the CVs for the Supplier's Representative of the Supplier at the installation site /Head of installation works (in charge of installation, precommissioning and commissioning, training of operators). The CV should reflect the experience in the field related to the contractual works (minimal requirements: record of service in the positions of an engineer in the field related to start-up and adjustment, testing, installation works or/and technical supervision of installation of equipment similar to the requested under the ITB not less than 3 years).

The CV should reflect professional skills in the fields referring to the Contract. Please use the format below:

| | | |
|--|--|--|
| Name: | | |
| Role in Contract Implementation and speciality: | | |
| Nationality: | | |
| Contact information: | | |
| Professional Certificate or degree in contractual works: | | |
| Education and other professional knowledge and skills: | | |
| Summary of Experience: <i>Highlight experience in the region and on similar projects.</i> | | |
| Relevant Experience (From most recent): | | |
| Period: From – To | Name of activity/ Project/ funding organisation, if applicable: | Job Title and Activities undertaken/Description of actual role performed: |
| <i>e.g. June 2010-January 2011</i> | | |
| <i>Etc.</i> | | |
| <i>Etc.</i> | | |
| References (minimum of 3): | <i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i> | |
| Declaration: | | |
| <p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> | | |
| <p>_____ Signature of the Nominated Team Leader/Member</p> | | <p>_____ Date Signed</p> |

Authorized Signature *[In full and initials]:* _____
 Name and Title of Signatory: _____
 Name of Firm: _____

[please mark this form with your corporate seal, if available]

Section 7: Price Schedule Form⁵

Ref: ITB No.BLR/300/2017

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable Items*

| No. | Deliverables | Expected Date of Turnkey Project Completion | Percentage of Total Price | Price (Lump Sum, All Inclusive) Currency: ____ |
|-----|---|---|---|---|
| 1 | Advance | - | ____% | _____ |
| 2 | Sapropel processing line (complete set) and delivery | - | ____% 2 payments: 1: ____% (acceptance of Goods at the Purchaser's warehouse); 2: ____% (line commissioning) | _____ 2 payments: 1: ____; 2: _____ |
| 3 | Related services (installation, precommissioning and commissioning, training of operators) | Commissioning (project completion): ____ days from the date of contract signing | ____% | _____ |
| | Total | - | 100% | _____ |

* This can be the basis of payment tranches

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

[please mark this form with your corporate seal, if available]

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

| Item No. | Deliverable | Quantity, unit of measure | Unit Price* (less VAT) Currency:_____ | Total Price* (less VAT) Currency:_____ |
|----------|--|---------------------------|--|---|
| 1 | Sapropel processing line, complete set (as per the Schedule of Requirements and Specifications of ITB Section 3a), including: | 1 set | | |
| 1.1 | Storing hopper with chain-and-slat feeding conveyor with variable speed drive and crushing drum for large pieces of sapropel, with canopy for protection from precipitation (as per i. 3.1 of Section 3a Technical Specifications) | 1 unit | | |
| 1.2 | Sapropel crusher with magnetic catcher (as per i. 3.2 of Section 3a Technical Specifications) | 1 unit | | |
| 1.3 | Belt conveyor with horizontal and inclined parts, with the overfill sensor and belt break control sensor (as per i. 3.3 of Section 3a Technical Specifications) | 1 unit | | |
| 1.4 | Drum separator with unloading belt conveyor, with replaceable sieves and sieve cleaning system, with canopy for protection from precipitation (as per i. 3.4 of Section 3a Technical Specifications) | 1 unit | | |
| 1.5 | Belt conveyor, with the overfill sensor and belt break control sensor (as per i. 3.5 of Section 3a Technical Specifications) | 1 unit | | |
| 1.6 | Dual-flow switcher for belt conveyor with electric drive (as per i. 3.6 of Section 3a Technical Specifications) | 1 unit | | |
| 1.7 | Belt conveyor on supports, | 1 unit | | |

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| | with the overfill sensor and belt break control sensor (as per i. 3.7 of Section 3a Technical Specifications) | | | |
| 1.8 | Weigher-packer for "Big Bag" with collecting bin and strain-gauge balance (as per i. 3.8 of Section 3a Technical Specifications) | 1 unit | | |
| 1.9 | Belt conveyor with horizontal and inclined parts, with the overfill sensor and belt break control sensor (as per i. 3.9 of Section 3a Technical Specifications) | 1 unit | | |
| 1.10 | Belt conveyor on supports, with the overfill sensor and belt break control sensor (as per i. 3.10 of Section 3a Technical Specifications) | 1 unit | | |
| 1.11 | Dual-flow switcher for belt conveyor with electric drive (as per i. 3.11 of Section 3a Technical Specifications) | 1 unit | | |
| 1.12 | Sapropel hopper with manual slide valve and 4 strain sensors (as per i. 3.12 of Section 3a Technical Specifications) | 1 unit | | |
| 1.13 | Peat hopper with manual slide valve and 4 strain sensors (as per i. 3.13 of Section 3a Technical Specifications) | 1 unit | | |
| 1.14 | Dozing belt conveyor fastened to the hopper slide valve, with frequency converter, overfill sensor and belt break control sensor (as per i. 3.14 of Section 3a Technical Specifications) | 2 units | | |
| 1.15 | Belt conveyor with horizontal and inclined parts, with overfill sensor and belt break control sensor (as per i. 3.15 of Section 3a Technical Specifications) | 1 unit | | |
| 1.16 | Measuring hopper for fertilizers with screw conveyor (as per i. 3.16 of Section 3a Technical Specifications) | 4 units | | |
| 1.17 | Weighing hopper for fertilizers | 1 unit | | |

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| | with strain-gauge balance and unloading conveyor (as per i. 3.17 of Section 3a Technical Specifications) | | | |
| 1.18 | Horizontal mixer on support frame (as per i. 3.18 of Section 3a Technical Specifications) | 1 unit | | |
| 1.19 | Belt conveyor with horizontal and inclined parts, with overfill sensor and belt break control sensor (as per i. 3.19 of Section 3a Technical Specifications) | 1 unit | | |
| 1.20 | Soil and subsoil hopper with manual slide valve and upper and lower level sensors (as per i. 3.20 of Section 3a Technical Specifications) | 1 unit | | |
| 1.21 | Feeding drag-chain conveyor for soil and subsoil (as per i. 3.21 of Section 3a Technical Specifications) | 1 unit | | |
| 1.22 | Automatic packer of soil and subsoil into heat-sealing packs (low, high density polyethylene) with conveyor for unloading of packs with compaction and perforation of packs for air release (as per i. 3.22 of Section 3a Technical Specifications) | 1 unit | | |
| 1.23 | Piston compressor with belt drive (as per i. 3.23 of Section 3a Technical Specifications) | 1 unit | | |
| 1.24 | Control panel (as per i. 3.24 of Section 3a Technical Specifications) | 1 unit | | |
| 1.25 | Automation system of technological processes (as per i. 3.26 of Section 3a Technical Specifications) | 1 set | | |
| 1.26 | Materials and equipment not included in the above | | | |
| 2 | Related services (installation, precommissioning and commissioning, as per Section 3b) | __man-days | | |
| 3 | Related services (training of End-user operators on | __man-days | | |

| | | | | |
|--|---|--|--|--|
| | operation and maintenance of equipment as per Section 3b) | | | |
| | GRAND TOTAL (in figures) | | | |
| | GRAND TOTAL (in words) | | | |

Note:

**Unit price and total price should be based on terms of delivery: DAP 70, Oktyabrskaya str., Zhitkovichi, Gomelskaya Oblast, Republic of Belarus (Incoterms 2010).*

***The price proposals of the companies, non-residents of the Republic of Belarus shall not include VAT. In the price proposals of the companies, residents of the Republic of Belarus, VAT, if included, shall be clearly indicated in the price proposal. In such a case, VAT, if any, will be paid to the supplier and reimbursed to UNDP by the Ministry of Finance of the Republic of Belarus. The price proposals of the Bidders will be compared without VAT as VAT is reimbursed to UNDP by the Ministry of Finance of the Republic of Belarus.*

The Purchaser shall not be responsible for any costs and other needs of the Supplier's staff, performing related services (installation, precommissioning, commissioning, training) and also visits of the Supplier's specialists to the equipment installation location to make measurements and site inspection (if required), i.e. accommodation, food and drinks, transportation and travel, fuel, insurance, daily allowance and expenses, etc. (if any). All above travel expenses of the Supplier's staff performing related services (installation, precommissioning, commissioning, training) and making measurements, based on the commonly used duration of execution of such works and training of the End-user's staff shall be at the Supplier's cost and shall be included in the price of the related services.

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

[please mark this form with your corporate seal, if available]

Section 8: FORM FOR BID SECURITY – NOT APPLICABLE

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated, to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP’s variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of full acceptance of all goods and satisfactory performance / completion of all related services by the Bidder.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY⁶ - **NOT APPLICABLE**

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated, to deliver the goods and execute related services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

⁶ If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee⁷

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template)

[Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of UNDP]
Date: _____ ++++++
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])⁸ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or the end date of the Contract. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

⁷ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁸ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 11: Contract: General Conditions of Contract

ADHERENCE TO ALL TERMS AND CONDITIONS BELOW IS MANDATORY.

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Development Programme (“UNDP”) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UNDP by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 2.3 At the option of and in the sole discretion of UNDP:
 - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel’s performing any obligations under the Contract;

- 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,
 - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.
- 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 2.4.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
 - 2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.
 - 2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
 - 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
 - 2.4.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
 - 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
 - 2.6.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.
 - 2.7 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.
 - 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.
3. **ASSIGNMENT:**
- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.
 - 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
 - 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
 - 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
 - 3.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,
 - 3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.
4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled,

in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

5.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNDP shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNDP in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNDP.

5.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNDP when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

5.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

5.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the goods in accordance with the requirements of the Contract.

5.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

- 5.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
- 5.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;
- 5.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 5.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 5.5.5 The goods are new and unused;
- 5.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNDP in accordance with the Contract;
- 5.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNDP that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNDP for the purchase price paid for the defective goods; and,
- 5.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor’s warranties under the Contract.

5.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any goods unless and until UNDP has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies

that UNDP shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the goods.

5.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNDP:

- 5.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNDP; *or*,
- 5.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,
- 5.7.3 replace the goods with goods of equal or better quality; *and*,
- 5.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNDP.

5.8 In the event that UNDP elects to return any of the goods for the reasons specified in Article 5.7, above, UNDP may procure the goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

5.9 TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNDP upon delivery of the goods and their acceptance by UNDP in accordance with the requirements of the Contract.

5.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

6. INDEMNIFICATION:

- 6.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
- 6.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
 - 6.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 6.2 The indemnity set forth in Article 6.1.1, above, shall not apply to:
- 6.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
 - 6.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.
- 6.3 In addition to the indemnity obligations set forth in this Article 6, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 6.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 6.5 In the event the use by UNDP of any goods, property or services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined,

limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

- 6.5.1 procure for UNDP the unrestricted right to continue using such goods or services provided to UNDP;
- 6.5.2 replace or modify the goods or services provided to UNDP, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
- 6.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such goods, property or services, or part thereof.

7. INSURANCE AND LIABILITY:

- 7.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 7.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
 - 7.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 7.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 7.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
 - 7.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.
- 7.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 7.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

- 7.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 7.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 7.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;
 - 7.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
 - 7.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.
- 7.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 7.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.
- 7.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
8. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.
9. **EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear

and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

10.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

10.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

11. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED

NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

12.1 The Recipient shall:

- 12.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 12.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 12.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 12, the Recipient may disclose Information to:
 - 12.2.1 any other party with the Discloser's prior written consent; *and*,
 - 12.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
 - 12.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
 - 12.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
 - 12.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 12.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 12.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 12.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 12.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
- 13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
 - 13.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the

occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

13.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

13.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

14. TERMINATION:

14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

14.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

- 14.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 14.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 14.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 14.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 14.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 14.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;
 - 14.3.7 complete performance of the work not terminated; *and*,
 - 14.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.
- 14.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those goods delivered and services provided to UNDP in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.
- 14.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 14.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 14.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 14.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 14.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
 - 14.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

- 14.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 14.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 14.5, above, and shall provide UNDP with any information pertinent thereto.
- 14.7 The provisions of this Article 14 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
15. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
16. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
17. **SETTLEMENT OF DISPUTES:**
- 17.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 17.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26

("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

18. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

19. **TAX EXEMPTION:**

- 19.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 19.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

20. **MODIFICATIONS:**

- 20.1 Pursuant to the Financial Regulations and Rules of UNDP, only the Chief Procurement Officer of UNDP, or such other contracting authority as UNDP has made known to the Contractor in writing, possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by
- an amendment to this Contract signed by the Contractor and the Chief Procurement Officer of UNDP, or such other contracting authority as UNDP has made known to the Contractor in writing. .
- 20.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 20.1, above.

- 20.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 20.1, above.

21. AUDITS AND INVESTIGATIONS:

- 21.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.
- 21.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 21.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

22. LIMITATION ON ACTIONS:

- 22.1 Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 22.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

- 23. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 24 to 29 hereof constitutes an essential term of the Contract and that any breach of any of these

provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

24. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.
25. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNDP or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNDP or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
26. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.
27. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
28. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
29. **SEXUAL EXPLOITATION:**
- 29.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 29.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of

eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

Special Terms and Conditions

| Item of General Conditions of Contract | Special Terms and Conditions (complementing specific item of General Conditions of Contract) Applicable |
|--|---|
| General Conditions of Contract, i.5.5.6 | The Supplier acknowledges that UNDP acts on behalf of the End-user and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied goods and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNDP and the End-user without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier |
| General Conditions of Contract, i.5.5 | The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the line represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract |
| General Conditions of Contract, i.4 | Maximum share of the total contract price that may be passed to subcontractors is 20% |

Section 12: Manufacturer's Authorization Form

[This letter of authorization should be on the manufacturer's letterhead and should be signed by a person with the proper authority to sign documents that are binding to manufacturer]

To: UNDP in Belarus
Ref: ITB No.BLR/300/2017

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factory(ies) at *[insert full address of Manufacturer's factory(ies)]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods manufactured by us *[insert name and brief description of goods]* under ITB No.BLR/300/2017, and to subsequently negotiate and sign the Contract.

We hereby extent our full guarantee and warranty with respect to the Goods offered by the above firm under ITB No.BLR/300/2017.

Signed: *[insert signature of authorized representative of the Manufacturer]*

Name: *[insert complete name of authorized representative of the Manufacturer]*

Title: *[insert title of authorized representative of the Manufacturer]*

Dated on _____-day of _____, _____*[insert date of signing]*

Annex 1: CHECKLIST FOR SUBMISSION OF BIDDING DOCUMENTS

Ref: ITB No.BLR/300/2017

| № | Required documents | Yes/No |
|-----|--|--------|
| 1 | Bid Submission Form (ITB Section 4); | |
| 2 | Price Schedule Form A, B (ITB Section 7); | |
| 3. | Bidder Information Form or Joint Venture Partner Information Form, if registered (ITB Section 5); | |
| 4. | Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; | |
| 5. | Documentary evidence of Bidder's financial soundness (Banker's statement of the Bidder's financial reliability, Tax Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations) – for the Bidders requiring advance payment; | |
| 6. | Copy of document confirming quality of Goods (the offered Goods must be from the manufacturers/suppliers adhering to ISO 9001 quality system (quality certification systems equivalent to ISO will also be considered) and/or the proposed Goods must have valid quality/conformity certificate/declaration or other document confirming quality, or product conformity marking; | |
| 7. | Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer; | |
| 8. | Financial Statement (Income Statement and Balance Sheet) including Auditor's Report (if available) for 2015, 2016; | |
| 9. | All information regarding any past and current litigation during the last three (3) years, in which the Bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded (in the form of statement); | |
| 10. | Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if available; | |
| 11. | List of contracts for the supply and installation of process/production lines performed in the past 3 years and contact details of the clients who may be contacted for further information on those contracts. A minimum number of 2 contracts of the above nature, implemented over the past 3 years, is required to be executed by the Bidder; | |
| 12. | Written confirmation authorizing the signatory of the bid to commit | |

| | | |
|-----|--|--|
| | the Bidder (Power of Attorney or relevant extract of Bidder's Charter) | |
| 13. | Technical Bid Form (ITB Section 6), including: | |
| 14. | <u>Section 1 Expertise of Firm/Organization Information (ITB Section 6), including following details:</u> A) Brief Description of Bidder as an Entity as specified under i.1.1; B) Financial Capacity as specified under i.1.2; C) Track Record and Experiences as specified under i.1.3; | |
| 15. | <u>Section 2 Scope of Supply, Technical Specifications and Related Services (ITB Section 6), including following details:</u> A) Scope of Supply (including completed Technical Specifications table) as specified under i.2.1; B) Technical Quality Assurance Mechanisms as specified under i.2.2; C) Anti-Corruption Strategy (Optional) as specified under i.2.3; D) Statement of Full Disclosure as specified under i.2.4; | |
| 16. | <u>Section 3 Personnel (ITB Section 6)</u> | |
| 17. | Full details of warranty provided (a copy of manufacturer's warranty and maintenance policy, schedule of regular and technical maintenance in the warranty period, if available) as specified under i.2.5; | |
| 18. | Details of the technical support centre for the after sales servicing of the Goods, located in the Republic of Belarus (or regional representation in charge of after sales servicing on the territory of the Republic of Belarus) as specified under i.2.5; | |
| 19. | Technical documentation of the proposed Goods: Bidders should provide technical details of Goods offered in technical specifications or catalogues/descriptive literature (in Russian or English language) with pictures/drawings showing technical parameters, indicated in specifications of Section 6, and general views of the Goods; | |
| 20. | Project Implementation Schedule as specified under i.2.5; | |
| 21. | Schematic diagram of the proposed sapropel processing line with the explanatory note. | |