

INVITATION TO BID

SUPPLY OF LOADER-EXCAVATOR AND EXCAVATOR IN A SET WITH BUCKET-MOWER WITH SEGMENTED CUTTERBAR UNIT FOR MOWING ROUGH GRASSES IN IRRIGATION AND MELIORATION CANALS OF THE REPUBLIC OF UZBEKISTAN

ITB No.: ITB/004/18 (re-announcement)

Project: Sustainable Management of Water Resources in rural areas in Uzbekistan,

Component 2 "Technical Capacity Building", UNITED NATIONS DEVELOPMENT

PROGRAMME

Country: UZBEKISTAN

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CONTENTS

Section 1	. Let	tter of Invitation	4
Section 2	. Ins	struction to Bidders	5
А	. (GENERAL PROVISIONS	5
	1.	Introduction	5
	2.	Fraud & Corruption, Gifts and Hospitality	5
	3.	Eligibility	5
	4.	Conflict of Interests	6
В	. 1	PREPARATION OF BIDS	6
	5.	General Considerations	6
	6.	Cost of Preparation of Bid	7
	7.	Language	7
	8.	Documents Comprising the Bid	7
	9.	Documents Establishing the Eligibility and Qualifications of the Bidder	7
	10.	Technical Bid Format and Content	7
	11.	Price Schedule	7
	12.	Bid Security	7
	13.	Currencies	8
	14.	Joint Venture, Consortium or Association	8
	15.	Only One Bid	g
	16.	Bid Validity Period	g
	17.	Extension of Bid Validity Period	g
	18.	Clarification of Bid (from the Bidders)	10
	19.	Amendment of Bids	10
	20.	Alternative Bids	10
	21.	Pre-Bid Conference	10
C	. 9	SUBMISSION AND OPENING OF BIDS	11
	22.	Submission	11
	На	rd copy (manual) submission	11
	Em	nail and eTendering submissions	11
	23.	Deadline for Submission of Bids and Late Bids	11
	24.	Withdrawal, Substitution, and Modification of Bids	12
	25.	Bid Opening	12
D	. 1	EVALUATION OF BIDS	12
	26.	Confidentiality	12

2	7. Evaluation of Bids	12
28	3. Preliminary Examination	13
25	9. Evaluation of Eligibility and Qualification	13
30). Evaluation of Technical Bid and prices	13
3	1. Due diligence	13
32	2. Clarification of Bids	14
33	3. Responsiveness of Bid	14
34	4. Nonconformities, Reparable Errors and Omissions	14
E.	AWARD OF CONTRACT	15
3!	5. Right to Accept, Reject, Any or All Bids	15
36	5. Award Criteria	15
3	7. Debriefing	15
38	3. Right to Vary Requirements at the Time of Award	15
39	9. Contract Signature	15
40). Contract Type and General Terms and Conditions	15
4	1. Performance Security	15
42	2. Bank Guarantee for Advanced Payment	15
43	3. Liquidated Damages	16
44	4. Payment Provisions	16
4!	5. Vendor Protest	16
40	5. Other Provisions	16
Section 3. B	d Data Sheet	17
Section 4. Ev	valuation Criteria	20
Section 5a: S	Schedule of Requirements and Technical Specifications/Bill of Quantities	23
Section 5b:	Other Related Requirements	28
Section 6: R	eturnable Bidding Forms / Checklist	30
Form	A: Bid Submission Form	31
Form	B: Bidder Information Form	32
	C: Joint Venture/Consortium/Association Information Form	
	D: Eligibility and Qualification Form	
Form	E: Technical Bid FORMAT	38

Section 1. Letter of Invitation

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Bid
- Form F: Price Schedule

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to pu.uz@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

Your offer, comprising of a Technical Bid and Price Schedule should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in https://etendering.partneragencies.org. For the first-time registrants, use the following details to login and create access:

Username: event.guest

Password: why2change

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

Sincerely,

UNDP Uzbekistan

Procurement Unit

19 September 2019

Section 2. Instruction to Bidders

GENERAL PROVISIONS			
1. Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d	
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.	
	1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.	
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.	
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti	
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.	
	2.3	In pursuance of this policy, UNDP:	
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.	
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf	
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by	

these organizations.

3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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:
 - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
 - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
 - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB: and
 - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.

4.4 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

B. PREPARATION OF BIDS

General Considerations

- 5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.

6.	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7.	Language	7.1	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 BDS.
8.	Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS;
9.	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	e) Any attachments and/or appendices to the Bid. The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.	Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
		10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
		10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
		10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11.	Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
		11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12.	Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
		12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.

12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: to sign the Contract after UNDP has issued an award; or to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. 13. Currencies 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids: a) 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 Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above. 14. Joint Venture, 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Consortium or Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested Association with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid. 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.

14.5 A JV, Consortium or Association in presenting its track record and experience

	should clearly differentiate between:
	a) Those that were undertaken together by the JV, Consortium or Association;
	and
	 Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	 15.2 Bids submitted by two (2) or more Bidders shall all be rejected 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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.

18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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.
	20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

C. SUBMISSION AND OPENING OF BIDS			
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.	
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.	
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.	
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:	
		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.	
		 (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. 	
		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.	
Email and eTendering	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:	
submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;	
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.	
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/	
23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP	
	23.2	UNDP shall not consider any Bid that is received after the deadline for the	

	submission of Bids.
24. Withdrawal, Substitution, and	24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. 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 submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF	BIDS
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Bids, 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.
	26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.
	 27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done)

	 a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	 31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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 with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

		 works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and 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 Bids, in accordance with the ITB.
	32.3	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 Bids.
33. Responsiveness of Bid	33.1	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, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	22.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not
	33.2	subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1	subsequently be made responsive by the Bidder by correction of the material
Reparable Errors and	34.1	subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. 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
Reparable Errors and	34.1	subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. 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. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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
Reparable Errors and	34.1	subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. 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. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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. For the bids that have passed the preliminary examination, UNDP shall check
Reparable Errors and	34.1	subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. Provided that a Bid is substantially responsive, UNDP may waive any nonconformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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. For the bids that have passed the preliminary examination, UNDP shall check and 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
Reparable Errors and	34.1	subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. Provided that a Bid is substantially responsive, UNDP may waive any nonconformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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. For the bids that have passed the preliminary examination, UNDP shall check and 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

	be rejected.			
E. AWARD OF CONTRACT				
35. Right to Accept, Reject, Any or All Bids	35.1 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. UNDP shall not be obliged to award the contract to the lowest priced offer.			
36. Award Criteria	36.1 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.			
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.			
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or 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.			
39. Contract Signature	39.1 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 to do so may 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 Second highest rated or call for new Bids.			
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html			
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at			

		https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20 and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1 46.2 46.3	General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English OR Russian
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will not be conducted
5	16	Bid Validity Period	90 calendar days after bid opening
6	12	Bid Security	Bank guaranty letter for Bid/Proposal Security in the amount of USD_6,400 (six thousand four hundred) from the recognized bank Duration of Bid/Proposal Security is 120 calendar days after bid opening. Bank guaranty letter for Bid/Proposal Security should be issued in UNDP form provided in https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc =/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_ Solicitation_BID%20Proposal%20Security%20Form.docx&action =default&DefaultItemOpen=1: Bank guaranty letter for Bid/Proposal Security must be presented by the Bidder upon request from UNDP. Failure to present Bid/Proposal Security Security upon request will be result on disqualification of the Bidder.
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5% but not more than 15% of total contract amount Max. no. of days of delay: 30 calendar days Next course of action: contract termination.

9	40	Performance Security	Not Required	
10	12	Currency of Bid	United States Dollars (USD) for foreign suppliers. Uzbekistan soum (UZS) for local suppliers.	
			Please refer to Clause "13. Currencies" of "Section 2. Instruction to Bidders" for more details on bid currency.	
11	31	Deadline for submitting requests for clarifications/ questions	5 calendar days before the submission deadline	
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement unit Address: 4, Taras Shevchenko street, Tashkent, 100029, Uzbekistan E-mail address: <u>pu.uz@undp.org</u>	
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering Tender notice can also be found at: 1. https://www.ungm.org/Public/Notice 2. http://procurement-notices.undp.org/ 3. http://www.uz.undp.org/content/uzbekistan/en/home/oper-ations/procurement.html	
14	23	Deadline for Submission	O1:00 (GMT -4), 8 October 2019 For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. PLEASE NOTE: 1. Date and time visible on the main screen of event (on eTendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the eTendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.	
14	22	Allowable Manner of Submitting Bids	☑ e-TenderingUsername: event.guestPassword: why2change	
15	22	Bid Submission Address	https://etendering.partneragencies.org BU Code: UZB 10 and Event ID number ITB 004 19 (re-announcement)	

16	22	Electronic submission (email or eTendering) requirements	 Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: N/A Mandatory subject of email: ITB/004/2019 (reannouncement) procurement of a loader-excavator and excavator in a set with bucket-mower Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: Taras Shevchenko street, Tashkent, 100029, Uzbekistan for sealed envelopes; and
17	25	Date, time and venue for the opening of bid	Date and Time: October 8, 2019 10:00 AM Venue: UNDP CO, Tashkent
18	27, 36	Evaluation Method for the Award of Contract	Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and Lowest price offer of technically qualified/responsive Bid
19		Expected date for commencement of Contract	November 29, 2019
20		Maximum expected duration of contract	100 working days upon signing of contracts by both parties Attention: If the offered delivery term exceeds the delivery time specified above, the respective proposed offer may be rejected.
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	Proposed bid must be exclusive of VAT and other applicable indirect taxes

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	 Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder Export/Import Licenses, if applicable 	Form B: Bidder Information Form
	 Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured Certificate of Registration of the business, including Articles of Incorporation, or equivalent document Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder 	

- Local Government permit to locate and operate in the country of registration
- Quality Certificate machinery (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Manufacturer's Authorization of the Company as a Sales Agent or Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer)
- List and value of projects performed for the last 3 years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts.
- 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
- Confirmation document of service possibilities after the sales and service center availability in the territory of the Republic of Uzbekistan
- Technical documentations: operational manual and spare parts catalogue in Russian
- Details of the Bidder's after-sales service capacity and appropriateness of service network in areas of delivery
- Warranty obligations for the supplied equipment from manufacturer
- Warranty: Confirmation on compliance with warranty requirements (refer to Section Qualification, Schedule of Requirements) and provision of warranty procedures for carrying out replacements/repairs in the country of use
- Latest Income Statement and Balance Sheet, including Auditor's Report for the past three (3) fiscal years. UNDP will check the financial accounts to compute the quick ratio (QR). Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. If QR is less than 1: UNDP shall verify financial capacity of the Bidder and has the authority to seek references from concerned parties & banks on the Bidder' financial standing. UNDP has the right to reject any bid if submitted by a Bidder whom investigation leads to a result that it is not financially capable and/or had serious financial problems

QUALIFICATION

History of Non- Performing Contracts ¹ Non-performance of a contract did not occur as a result of contractor default for the last 3 years.		Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing	Minimum annual turnover equal to US\$ 300,000 equivalent for the past 2 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
	 Full compliance of Bid to the Technical Requirements Full compliance of offered goods to the Technical Specifications and required quality standards Availability of certificates of quality and origin for the offered equipment Acceptability of after-sales service capacity and appropriateness of service network in areas of delivery Compliance with pricing conditions described in the Schedule of Requirements 	
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	Form F: Price Schedule Form
Post qualification	 Verification of accuracy, correctness and authenticity of the 	

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¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Actions	information provided by the bidder on the legal, technical and financial documents submitted;		
	 Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; 		
	 Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed; 		
	 Visiting the factory, branches and other places of Bidder for inspection purposes (with or without notice to the Bidder) 		
Warranty period	■ Standard manufacturer's warranty, but not less than 2 years		
	 Replacement with new doppler excavator, if purchased machinery is not under working condition within 2 months 		
	■ A Bank guarantee for Bid/Proposal security in the amount of 7,000 (seven thousand) USD from the recognized bank of bidder.		
	Duration of Bid/Security is 120 calendar days after bid opening. A Bank guarantee for Bid/Proposal Security should be issued in UNDP form provided in https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc =/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_ Solicitation_BID%20Proposal%20Security%20Form.docx&action =default&DefaultItemOpen=1:		
	A Bank guarantee for Bid/Proposal Security must be presented by the Bidder upon request from UNDP.		
	Failure to present performance security upon request will be result on disqualification of the Bidder.		

Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

Technical Specification

for the delivery of loader-excavator and excavator in a set with bucket-mower with segmented cutterbar unit for mowing rough grasses in irrigation and melioration canals of the Republic of Uzbekistan

For irrigation network operation, as per the «Rules of technical operation of irrigation and drainage systems», it is required the regular mechanic cleaning of a canal and maintenance of water and melioration facilities. If these works are not performed, this will result in silting and overgrowing of canal sections with vegetation, reduction of carrying capacity of a canal, irregular and uneven delivery of water to consumers that adversely affects land condition and yield capacity. With a view to provide the water supply organizations with specialized machinery, this tender envisages the purchase of:

A) Hydraulic crawler excavator with backhoe attachment and with bucket-mower attachment with segmented cutterbar unit for mowing rough grasses in irrigation and melioration canals (Lot 1 1) in a number of 2 units: with delivery to Khorezm province, Urgench city (1 unit) and Syrdarya province, Gulistan city (1 unit).

B) Loader-excavator (Lot 2) and delivery to consumer in Surkhandarya province, Sherabad district.

Excavators are designed for the operation within the range of ambient air temperature from -20°C to + 50°C.

LOT1: A. TECHNICAL SPECIFICATIONS OF THE HYDRAULIC CRAWLER EXCAVATOR

Hydraulic crawler excavator must perform the following works:

- with use of backhoe attachment cleaning canals from vegetation and silt, further loading of mass into dump trucks or in dumps when performing reclamation works;
- with bucket-mower attachment of 3.0 m width mowing and cleaning reclamation canals from vegetation, with a diameter up to 30 mm, mowing height up to 15 cm, mowing soft-stem and rough-stem vegetation.

•

Meanwhile, the supplied hydraulic crawler excavator with bucket and additional hydraulic line for the bucket-mower attachment has to meet the following technical specifications:

#	Specifications	Parameters	Term of delivery
	General specifications		90 working days
1	Operating power of diesel, kW	at least 112	upon signing of
2	Maximum travelling speed of movement, km/h	at least 3	contract by both
3	Road clearance, mm	at least 400	parties
4	Pressure in hydraulic system of the tractor, limited by the safety valve of hydraulic distributor not less than, MPa	30	Attention: If the
5	Pressure in hydraulic system of the excavator equipment, limited by the safety valve of hydraulic distributor, MPa	20	offered delivery term exceeds the
6	Operating weight, not more than, kg	25000	delivery time
7	Working and transport lighting	as per norms	specified above,
8	Drive type : hydraulic drive with joystick control for all technological operator's cabin taking into account operation of interchangeable bucket and mowing bucket)		the respective proposed offer may be rejected.
9	 Materials, tools and accessories: Breakdown triangle – 1 piece Mud mat Fitting tool kit 		
10	 Documentation: Certificate of Conformity to Technical Regulations Operational manual (passport of equipment) in Russian Spare parts catalogue in Russian Manual on repair and maintenance of excavators in Russian 	In a book form and on a CD in two copies.	
11	 Spare parts and wear parts: All filter elements, spare tip type teeth and inter-teeth segments as per one year of operation; Cutting blades 	At least 1000 m/hour 5 sets	
12	Installation, supervision, and pre-commissioning works performed by the supplier of equipment: • Commissioning with representative of the supplier. • Availability of service center in the territory of the Republic of Uzbekistan		
13	Year of equipment manufacture	Not earlier than 2018	
14	Deadline for commissioning the equipment	2019	
	Excavator equipment	•	
1	Capacity of the main bucket, cubic meters, at least: • geometric	0.6 0.5	

	• nominal	0.6	
2	Jib center distance, mm	at least 6600	
3	Grip length, mm	at least 4400	
4	Radius of excavation, mm	at least 12000	
5	Depth of excavation, mm	at least 10000	
6	Height of excavation, mm	не более11000	
	Attachable equipment – the hydraulic bucket-mower		
1	Width of the cutting bucket-mower, mm	at least 3000	
2	Mowing and cleaning of reclamation canals from vegetation with a diameter, mm	at least 25	
	 Hydraulic system for an additional equipment – cutting bucket: constant supply of hydraulic oil L/min, operating pressure, bar back pressure, bar system delivery line, mm system reverse delivery, mm weight, kg 	24-25 at least 180 20-22 minimum Д12x1.5 at least Д22x2.0 at least 600	
3	Bucket- mower is manufactured with segment cutting blade. The bucket is equipped with magnetic control valve and overload protection valve.		
4			



Mowing bucket analog

Control (operator's) cabin

- Provide with comfort and ergonomics and designed for productive work throughout the shift. To ensure comfort and reduce operator's fatigue, the cabin is made hermetic. The noise level inside does not exceed 75 dB. To reduce slip while climbing into the cab, ridged steps must be provided
- 3 Lighting is arranged inside the cabin, 12V connector, large storage compartment for belongings and tools.
- 4 The cabin has heating for the work in cold season of the year

Service

- 1 Availability of service center in the territory of the Republic of Uzbekistan
- 2 Availability of technical documentation, operational manual and spare parts catalogue in Russian

LOT2: TECHNICAL SPECIFICATIONS OF THE LOADER-EXCAVATOR WITH FRONT LOADING EQUIPMENT

The supplied loader-excavator with front loading equipment, equipped with two-leaf clamshell bucket, and excavator equipment with hydraulic control joystick, must comply with the following technical specifications:

#	Specifications	Parameters	Term of delivery
	General specifications		
1	Operating power of diesel, kW	at least 66	upon signing of
2	Maximum travelling speed of movement, km/h	at least 18	contract by both
3	Road clearance, mm	at least 190	parties
4	Pressure in hydraulic system of the tractor, limited by the safety valve of hydraulic distributor, MPa	20	Attention: If the

5	T		offered delivery
,	The size of base tractor's tires, inches	-+ l+ 240/70D24	term exceeds the
	• front wheels	at least 340/70R24	delivery time
	rear wheels	440/80R28	specified above,
6	Pressure in hydraulic system of the excavator equipment,	16	the respective
	limited by the safety valve of hydraulic distributor, MPa		proposed offer may
7	Минимальный радиус поворота в транспортном	not more than 7	be rejected
-	положении, м Overall dimensions of the machine with front attachable		1
8	equipment and excavator equipment in transport position,		
	mm		
	length	not more than 7750	-
	width	not more than 2400	1
	height	not more than 3800	1
9	Operating weight distribution of the loader-excavator in		1
	transport position, kg		
	on the front axe	at least1900	
	on the rear axe	at least4850	
10	Operating weight, kg	not more than 6750	
11	Fuel consumption per hour within the main working time,	not more than 8,3	
	L/hour	not more than 6,5	_
12	Working and transport lighting as per norms.		_
	Front loading equipment		
1	Nominal load capacity, ton	at least 1	_
2	Width of the bucket digging edge, mm	at least 2000	
3	Capacity of the main bucket, m³:		
	geometric	at least 0,44	
	nominal	at least 0,54	- -
4	Maximum height of bucket dumping by the digging edge at	at least 2600	
	the dumping angle of 45°, mm		-
5	Maximum height of two-leaf clamshell bucket dumping, mm	at least 3200	-
6	Bucket outreach by the digging edge on maximum height at the dumping angle of 45°, mm	at least 700	
7	Maximum angle of bucket outreach at the bearing surface	at least 40°	
	level	at least 40	
8	Maximum angle of bucket dumping at the maximum height of lifting height	at least 45°	
9	Weight of the loading equipment, kg	not more than 850	
10	Equipping with two-leaf clamshell bucket for the work in		
	confined spaces		
	Excavator equipment		_
1	Capacity of the main bucket, cubic meters	at least 0,18	
	geometric	at least 0,15	
	• nominal	at least 0,18	-
2	Maximum kinematic digging depth, mm	at least 4100	-
3	Maximum digging radius at parking level, mm	at least 5450	-
4	Maximum loading height, mm	at least 3500	-
5	Turning angle of excavator equipment in a plan view	at least 170°	-
6	Weight of excavator equipment, kg	not more than 1750	4
	Control (operator's) cabin	e tal test	-
1	Provide with comfort and ergonomics, and designed for product	tive work throughout the	

	shift. To ensure comfort and reduce operator's fatigue, the cabin is made hermetic. The
noise level inside does not exceed 75 dB. To reduce slip while climbing into the cab,	
	ridged steps must be provided
2	180 degree rotation of the working place for access to the working control of excavator
	equipment
3	Lighting is arranged inside the cabin, 12V connector, large storage compartment for
	belongings and tools.
4	The cabin has heating for the work in cold season of the year
	Service
1	Availability of service center in the territory of the Republic of Uzbekistan
2	Availability of technical documentation, operational manual and spare parts catalogue
	in Russian

Section 5b: Other Related Requirements

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:

Delivery Term [INCOTERMS 2010]	- For imported goods, DAP (Incoterms 2010):		
(Pls. link this to price schedule)	Hydraulic crawler excavator		
	Urgench city, Khorezm region (1 unit) and Gulistan city, Syrdarya (1 unit)		
	Loader-excavator with front loading equipment		
	Sherabad district, Surkhandarya Region, Uzbekistan.		
	- Other: For earlier imported goods or for the goods produced in Uzbekistan, there must be organized door-to-door delivery from the Supplier's warehouse to the following: The Supplier must present documents confirming customs clearance.		
Exact Address of Delivery/Installation Location	4, Taras Shevchenko Street, Tashkent, 100029, Uzbekistan		
Mode of Transport Preferred	Air		
·	Land		
UNDP Preferred Freight Forwarder, if any ²	N/A		
Distribution of shipping documents (if using freight forwarder)	N/A		
Customs, if required, clearing shall be done by:	UNDP		
Ex-factory / Pre-shipment inspection	No		

² A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

Inspection upon delivery	livery Physical verification of the supplied goods for quantity ar quality		
Installation Requirements	N/A		
Testing Requirements	Quality certificate (ISO and other)		
Scope of Training on Operation and Maintenance	N/A		
Commissioning	N/A		
Warranty Period	 Standard manufacturer's warranty, but not less than 2 years Replacement with new excavator if purchased machinery is not under working condition within 2 months 		
Local Service Support	The minimum term of quality assurance for machinery 2 years after signing act of acceptance		
Technical Support Requirements	During 2 years after singing of act of acceptance		
After-sale services Requirements	 ☑ Minimum period of warranty on measuring machinery is 2 years ☑ Technical Support ☑ Provision of Service Unit when pulled out for maintenance /repair ☑ Others: Replacement with new excavator if purchased machinery is not under working condition within 2 months 		
Payment Terms	United States Dollars, for Foreign Suppliers will be paid in US Dollars by bank transfer 100% of the total invoice amount upon delivery and acceptance of goods Local Currency: Uzbek Soums (UZS), for Local Suppliers will be paid in Uzbek Soums by bank transfer - 100% upon delivery and acceptance of goods		
Conditions for Release of Payment	☐ Pre-shipment inspection ☐ Inspection upon arrival at destination ☐ Installation ☐ Testing ☐ Training on Operation and Maintenance ☐ Others ☐ Written Acceptance of Goods based on full compliance with ITB requirements		
All documentations, including catalogues, instructions and operating manuals, shall be in	English		
this language	OR Russian		

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
Form A: Bid Submission Form	
Form B: Bidder Information Form	
 Form C: Joint Venture/Consortium/ Association Information Form 	
Form D: Qualification Form	
 Form E: Format of Technical Bid/Bill of Quantities 	
From G: Form of Bid Security	
[Add other forms as necessary]	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

Price Schedule:

 Form F: Price Schedule Form 	
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB/004/19 (re-announcement) Supply of loader-e bucket-mower with segmented cutterbar	excavato	and excavator in a set with

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name:	 	
Title:	 	
Date:	 	
Signature:		

Form B: Bidder Information Form

Legal name of Bidder	[Complete]				
Legal address	[Complete]				
Year of registration	[Complete]				
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]				
Are you a UNGM registered vendor?	\square Yes \square No \square If yes, [insert UGNM vendor number]				
Are you a UNDP vendor?	\square Yes \square No \square If yes, [insert UNDP vendor number]				
Countries of operation	[Complete]				
No. of full-time employees	[Complete]				
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]				
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]				
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]				
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]				
Is your company a member of the UN Global Compact	[Complete]				
Contact person that UNDP may contact for requests for	Name and Title: [Complete] Telephone numbers: [Complete]				

clarifications during Bid evaluation Email: [Complete] Please attach the following Company Profile, which should not exceed fifteen (15) pages, documents: including printed brochures and product catalogues relevant to the goods and/or services being procured Certificate of Registration of the business, including Articles of Incorporation, or equivalent document ■ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder Local Government permit to locate and operate in the country of registration Quality Certificate machinery (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any Manufacturer's Authorization of the Company as a Sales Agent or Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer) List and value of projects performed for the last 3 years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. 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 Confirmation document of service possibilities after the sales and service center availability in the territory of the Republic of Uzbekistan Technical documentations: operational manual and spare parts catalogue in Russian Details of the Bidder's after-sales service capacity and appropriateness of service network in areas of delivery Warranty obligations for the supplied equipment from manufacturer Warranty: Confirmation on compliance with warranty requirements (refer to Section Qualification, Schedule of Requirements) and provision of warranty procedures for carrying out replacements/repairs in the country of use Latest Income Statement and Balance Sheet, including Auditor's Report for the past three (3) fiscal years. UNDP will check the financial accounts to compute the quick ratio (QR). Quick ratio tests

the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. If QR is less than 1: UNDP shall verify financial capacity of the Bidder and has the authority to seek references from concerned parties & banks on the Bidder' financial standing. UNDP has the right to reject any bid if submitted by a Bidder whom investigation leads to a result that it is not financially capable and/or had serious financial problems

Form C: Joint Venture/Consortium/Association Information Form

Name	e of Bidder:	[Insert Name of Bio		Date:	Select date	
ITB reference: ITB/004/19 (re-announcement) Su with bucket-mower with segment				•	xcavato	r and excavator in a set
o be o	completed and r	eturned with your Bi	d if the Bid is subr	mitted as a Joir	nt Ventu	re/Consortium/Associatio
No					oe of go	tion of responsibilities (bods and/or services to performed
1	[Complete]			[Complete]		
2	[Complete]			[Complete]		
3	[Complete]			[Complete]		
Ve ha		• •				
Ve hav	ve attached a co	• •	joint and severabl	e liability of th	e memb	rtner, which details the li pers of the said joint vent ciation agreement
Ve havegal st Let	ve attached a co tructure of and t ter of intent to f reby confirm tha	the confirmation of joint venture	oint and severabl OR warded, all parties	e liability of th JV/Consortiur of the Joint V	e memb m/Assoc	pers of the said joint vent siation agreement Consortium/Association s
Ve havegal st Lett Ve her e join	ve attached a co tructure of and t ter of intent to f reby confirm tha tly and severally	the confirmation of joint venture at if the contract is a	OR warded, all parties the fulfillment of	e liability of th JV/Consortiur s of the Joint V the provisions	e memberships and the contract of the contract	pers of the said joint vento ciation agreement Consortium/Association s
Ve havegal state of the left o	ve attached a contructure of and the ter of intent to force the confirm that the term of term of the t	the confirmation of joint venture at if the contract is a liable to UNDP for	OR warded, all parties the fulfillment of	e liability of th JV/Consortiur s of the Joint V the provisions	e members of the C	pers of the said joint ventoriation agreement Consortium/Association s Contract.
/e hadegal state ☐ Lette /e here join Name	ve attached a contructure of and the ter of intent to foreby confirm that the the term of the term of the term of the term of partner:	the confirmation of joint venture at if the contract is a joint venture for joint venture.	OR warded, all parties the fulfillment of Sign	e liability of the JV/Consortiur of the Joint V the provisions he of partner:	e members of the (pers of the said joint ventorial ven
Ve havegal state legal state l	ve attached a contructure of and the ter of intent to force the confirm that the term of the confirm that the confirmation that the	the confirmation of joint venture at if the contract is a pliable to UNDP for	OR warded, all parties the fulfillment of Sign	e liability of the JV/Consortiur of the Joint V the provisions he of partner:ature:	e members of the C	pers of the said joint ventorial ven

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB/000/19 (re-announcement) Supply of loader-ewith bucket-mower with segmented cutterbar	excavato	r and excavator in a set

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

□Non-performing contracts did not occur during the last 3 years					
☐ Contract(s) not performed in the last 3 years					
Year Non- performed Contract Identification Total Contract Amou					
		Name of Client: Address of Client: Reason(s) for non-performance:			

Litigation History (including pending litigation)

□ No litiga	tion history for the la	ast 3 years		
☐ Litigation	n History as indicated	d below		
Year of	Amount in	Total Contract Amount		
dispute	dispute (in US\$)		(current value in US\$)	
		Name of Client:		
		Address of Client:		
Matter in dispute:				
		Status of dispute:		
		Party awarded if resolved:		

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year Year Year	USD USD USD	
Latest Credit Rating (if any), indicate the source			

Financial information (in US\$ equivalent)	Historic information for the last 3 years				
	Year 1	Year 2	Year 3		
		Information from Balance Sheet			
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
		Information from Income Statement			
Total / Gross Revenue (TR)					
Profits Before Taxes (PBT)					
Net Profit					
Current Ratio					

[☐] Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB/000/19 (re-announcement) Supply of loader-ewith bucket-mower with segmented cutterbar	excavato	r and excavator in a set

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

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 requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and Technical Specifications	Your response					
	•	ance with technical pecifications	Delivery Date Quality (confirm that you Certificate/Exp		Comments	
	Yes, we comply	No, we cannot comply (indicate discrepancies)	comply or indicate your delivery date) ort Licenses, etc. (indicate all that apply and attach)			

Other Related services and requirements	Compliance	with requirements	Details or comments on the related requirements
(based on the information provided in Section 5b)	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Duration of contract is 90 working days upon signing of contracts by both parties			
Replacement with new doppler excavator, if purchased machinery is not under working condition within 2 months			
Confirmation document of service possibilities after the sales and service center availability in the territory of the Republic of Uzbekistan			
Technical documentations: operational manual and spare parts catalogue in Russian			

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.] [Insert]

Professional certifications	 [Provide details of professional certifications relevant to the scope of goods and/or services] Name of institution: [Insert] Date of certification: [Insert]
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.] [Insert]
References	[Provide names, addresses, phone and email contact information for two (2) references] Reference 1: [Insert] Reference 2: [Insert]

[III3CIT	7
• • • •	the best of my knowledge and belief, the data provided above correctly eriences, and other relevant information about myself.
Signature of Personnel	Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB/004/19 (re-announcement) Supply of loader-ewith bucket-mower with segmented cutterbar	excavato	r and excavator in a set

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Bidders shall price their bids based on the details presented in Section 5a. All prices quoted shall comply with requested INCOTERMS 2010 and shall include loading/unloading, insurance, transportation to final destination, installation, initial start-up and training. All prices quoted shall be either in US Dollars or Uzbek Soums and shall be exclusive of all taxes (e.g. customs duties, VAT etc.).

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

Bidder is required to specify detailed description of offered product by providing model, brand, technical parameters and catalogue if available. Offered product should meet minimum technical specification requirements outlined in the Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities.

Currency of the Bid: [Insert Currency]

Price Schedule

LOT1: A THE HYDRAULIC CRAWLER EXCAVATOR

Item #	Description	Quantity	Specification of Goods	Unit Price	Total Price	
1	Hydraulic Crawler Excavator	2				
2	Attachable equipment: Hydraulic bucket-mower	2				
Total pr	ice of machinery					
•	Transportation/Delivery Cost: Bid Subtotal DAP (Incoterms 2010) Urgench, Khorezm region					
-	Transportation/Delivery Cost: Bid Subtotal DAP (Incoterms 2010) Gulistan, Syrdarya region					
Insuranc	Insurance expenses					
Other co						
Warrant						
GRAND						

Name of	Bidder:				
Authorise	ed signature:		·····		
Name of	authorised signatory:				
unction	al Title:				
LOT2: T	HE LOADER-EXCAVATOR WITH	H FRONT LOA	DING EQUIPMENT		
Item #	Description	Quantity	Specification of Goods	Unit Price	Total Price
1	Loader-Excavator with front loading equipment	1			
Total p	rice of machinery				
•	ortation/Delivery Cost: Bid Subtot ood" mahallya, Sherabad district,				
Insuranc	ce expenses		-		
Other co	osts (please indicate)				
Warrant	ty				
GRAND	TOTAL, inclusive all other exp	enses			
				<u>I</u>	
Name of	Bidder:				
Authorise	ed signature:				
Name of	authorised signatory:				

Functional Title: