



## **INVITATION TO BID**

**Supply and delivery of one (1) mobile plasma arc refrigerant  
destruction unit  
within the framework of the  
UNDP/GEF project “Initial Implementation of Accelerated HCFC Phase  
Out in the CEIT Region”  
Republic of Belarus**



**United Nations Development Programme  
February, 2015**

## Section 1. Letter of Invitation

UNDP Office in Belarus  
06 February, 2015

**ITB No.BLR/77/2015**

**Supply and delivery of one (1) mobile plasma arc refrigerant destruction unit**

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 Advanced Payment Guarantee
- Section 9 – General Terms and Conditions of Contract, Special Terms and Conditions
- Section 10 - 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 March 05, 2015.**

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](mailto:tenders.by@undp.org)

Attention: *Mr. Sergei Bobrovskih*

**Ref: ITB No.BLR/77/2015**

The letter should be received by UNDP no later than **February 17, 2015**. 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,

*Ekaterina Paniklova, 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](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/](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.

29.1 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**

32.3 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.

32.4 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.

32.5 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.

32.6 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/](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/procurement/protest.shtml>

## 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 :  | UNDP/GEF project “Initial Implementation of Accelerated HCFC Phase Out in the CEIT Region”  |
| 2      |                            | Title of Goods Required:   | One (1) mobile plasma arc refrigerant destruction unit                                      |
| 3      |                            | Country:   | Republic of Belarus   |
| 4      | C.13                       | Language of the Bid:   | <input checked="" type="checkbox"/> English   |
| 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"/> Shall not be considered                                 |
| 7      | C.22                       | A pre-Bid conference will be held on:  | N/A   |
| 8      | C.21.1                     | Period of Bid Validity commencing on the submission date                       | <input checked="" type="checkbox"/> 120 days  |
| 9      | B.9.5<br>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<br>C.15.4 a)         | Validity of Bid Security   | N/A   |
| 12     |                            | Advanced Payment upon  | <input checked="" type="checkbox"/> Allowed up to a maximum of 20% of contract <sup>1</sup> |

|    |                             |   |  |
|----|-----------------------------|---|--|
|    |                             | signing of contract   |  |
| 13 |                             | Liquidated Damages  | <input checked="" type="checkbox"/> Will be imposed under the following conditions:<br>Percentage of contract price per day of supply delay: 0.1<br>Max. no. of days of delay: 30<br>Next course of action: Cancel PO  |
| 14 | F.37                        | Performance Security  | <input checked="" type="checkbox"/> Not Required   |
| 15 | C.17<br>C.17.2              | Preferred Currency of Bid and Method for Currency conversion  | <input checked="" type="checkbox"/> <b><u>United States Dollars (US\$)</u></b><br><br><i>Reference date for determining UN Operational Exchange Rate : March 05, 2015</i>  |
| 16 | B.10.1                      | Deadline for submitting requests for clarifications/ questions                                      | Ten (10) days before the submission date: February 23, 2015  |
| 17 | B.10.1                      | Contact Details for submitting clarifications/questions   | Focal Person in UNDP: Mr. Sergei Bobrovskih<br>Address: UNDP Office in Belarus, Kirova str., 17, 6 <sup>th</sup> floor, Minsk, 220050, Republic of Belarus;<br>Fax No.: +375 (17) 226-03-40;<br>E-mail address dedicated for this purpose: <a href="mailto:tenders.by@undp.org">tenders.by@undp.org</a>    |
| 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:<br><a href="http://procurement-notices.undp.org/">http://procurement-notices.undp.org/</a> ,<br><a href="http://undp.by/en/undp/tenders/">http://undp.by/en/undp/tenders/</a> |
| 19 | D.23.3                      | No. of copies of Bid that must be submitted   | Original: One (1)<br>Copies: One (1)   |
| 20 | D.23.1 b)<br>D.23.2<br>D.24 | Bid submission address  | <b>UNDP Office in Belarus, Procurement Unit,<br/>6<sup>th</sup> floor, 17, Kirova str.,<br/>Minsk, 220050, Republic of Belarus</b>   |
| 21 | C.21.1<br>D.24              | Deadline of Bid Submission  | Date: <b>March 05, 2015</b><br>Time: <b>13.00 hours (Minsk time)</b>   |
| 22 | D.23.2                      | Manner of Submitting Bid  | <input checked="" type="checkbox"/> Courier/Hand Delivery  |
| 23 | D.23.2<br>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  | Date : <b>March 05, 2015</b><br>Time : <b>14.30 hours (Minsk time)</b><br>Venue : UNDP Office in Belarus, Kirova str., 17, 6 <sup>th</sup> 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<br><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;<br><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any;<br><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;<br><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report (if available) for the past year;<br><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;<br><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;<br><input checked="" type="checkbox"/> List of contracts (at least 2) for the similar projects/supply of similar equipment performed for the past 5 years and clients’ contact details |
| 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)  |
| 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 | June 05, 2015  |
| 30 | C.15.2 | Maximum Expected duration of contract             | Supply and delivery of goods – 90 days from the date of the contract signing;<br>Warranty obligations – not less than 12 months from the date of handing over the goods to 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><b><u>Award Criteria</u></b></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><b><u>Bid Evaluation Criteria</u></b></p> <p><input checked="" type="checkbox"/> Minimum no. of years in business: 3;</p> <p><input checked="" type="checkbox"/> Current ratio is not less than 1.0. If current ratio is less than 1, UNDP will verify financial stability/strength of the Bidder and has the authority to seek references from concerned parties &amp; banks on the Bidder’ 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 the verification of the Bidder’s financial stability/strength;</p> <p><input checked="" type="checkbox"/> Minimum no. of similar contracts implemented in the past 5 years: 2;</p> <p><input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements and Specifications;</p> <p><input checked="" type="checkbox"/> Acceptability of the Delivery Schedule;</p> <p><input checked="" type="checkbox"/> After-sales service and technical support, including supply of spare parts, of at least 5 years;</p> <p><input checked="" type="checkbox"/> The equipment manufacturer is certified in accordance with ISO 9001 or equivalent national quality standards</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</p>  |

|    |  |   |   |
|----|--|---|---|
|    |  |   | <p>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 checking with other previous clients on the quality of performance on ongoing or previous contracts completed</p> |
| 34 |  | Conditions for Determining Contract Effectivity | <p><input checked="" type="checkbox"/> UNDP's approval of technical documentation, etc. (as per requirements under Section 3a)</p>  |
| 35 |  | Other Information Related to the ITB            | <p>Marking of Bid envelope:</p> <p><b>FROM:</b> Bidder's name and address;</p> <p><b>ATTENTION:</b> UNDP Office in Belarus, Procurement Unit;</p> <p><b>ITB No.:</b> BLR/77/2015 "Supply and delivery of one (1) mobile plasma arc refrigerant destruction unit";</p> <p><b>DO NOT OPEN BEFORE 14.30 HOURS (MINSK TIME) ON MARCH 05, 2015.</b></p>  |

<sup>1</sup> 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 8.

## **Section 3a: Schedule of Requirements and Technical Specifications**

### **SCHEDULE OF REQUIREMENTS**

|  |   |
|--|---|
| <b>A. Scope of the assignment</b>                      | <p><b>A.1</b> Supply and delivery of one mobile plasma arc refrigerant destruction unit with accessories designed and manufactured in accordance with the reference manufacturing standards and technical specifications.</p> <p><b>A.2</b> Supervision of installation, adjustment, setting-up and commissioning of the mobile plasma arc refrigerant destruction unit by the Supplier's engineer and training of the End-user personnel.</p> <p><b>A.3</b> Provision of standard Supplier's period/performance warranty (which shall be not less than 12 months) for the equipment.</p> <p><b>A.4</b> Provision on a separate contract basis of reliable and regular after-sales servicing, technical support and maintenance of the delivered equipment, including supply of spare parts, for a period of minimum five (5) years. Availability of a service provider preferably but not mandatory in the Republic of Belarus according to the requirements of the manufacturer; the service provider specialists shall have requisite qualification certificates.</p>  |
| <b>C. Documents to be submitted under the contract</b> | <p>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 under the contract.</p> <p>The Supplier shall bear all necessary expenditures to provide documents, drawings and other information required by the Purchaser.</p> <p>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.</p> <p><b>Operating, maintenance and troubleshooting manuals:</b></p> <p>The manuals' contents shall be as complete and specific as possible, and specific to the materials and equipment supplied under the contract. 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 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</p> |

|   |  |
|---|--|
|   | <p>steps.</p> <p><b>Guidelines for disassembly, transportation and storage of the equipment.</b><br/> <b>List of special tools and equipment for maintenance of unit (if any).</b></p> <p><b>All documents shall be in the English or Russian language.</b></p>  |
| <b>D. Packing, transportation, storage requirements under the contract</b>    | <p><b>D.1</b> The equipment shall be supplied by the Supplier to the Purchaser on DAT Minsk, Republic of Belarus terms of delivery (Incoterms 2010). An appropriate period for transportation shall be considered.</p> <p><b>D.2</b> All parts of the equipment supplied under the contract shall be protected and insured from the date of manufacturing until delivery to the installation site in Minsk, Republic of Belarus against damage of any kind at the Supplier's cost.</p> |
| <b>E. Spare parts requirements and incidental services under the contract</b> | <p>The Supplier shall warranty supply of spare parts for a period of minimum five (5) years following purchase orders of the Purchaser/End-user. The supplied spare parts shall be carefully packed for long-term storage. Each item of spare parts shall be clearly marced or labeled on the outside of its packing with its description and number.</p>  |
| <b>F. After-sales servicing</b>   | <p><b>F.1</b> The Supplier shall provide after-sales servicing, technical support and maintenance of the equipment under a separate contract with the End-user for a minimum period of five (5) years.</p> <p><b>G.2</b> The Supplier shall provide contact details of the functional service, technical support and maintenance centre for the supplied equipment.</p>  |



## 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.*

### Mobile plasma arc refrigerant destruction unit

The mobile plasma arc refrigerant destruction unit is procured within the framework of UNDP/GEF project "Initial Implementation of Accelerated HCFC Phase Out in the CEIT Region". Given the mobility of the technology, if necessary, this unit will be deployed to the different storage facilities throughout the regions of the Republic of Belarus, depending on need.

The current estimates of the rate of unwanted ozone depleting substances (ODS) accumulation represent as a reported minimum of 0,5 MT/annually.

In line with current rules, all enterprises dealing with ODS are obliged to ensure collection and disposal of ODS chemicals received during maintenance, repairs or de-commissioning of ODS based refrigerated equipment. One mobile plasma arc unit shall annually destroy 4800 kg of CFC-12 or 9600 kg of HCFC-22 over a 20-hour/day batch.

| Item/s to be Supplied                          | Description/Specifications of Goods   | Quantity             |
|--|---|----------------------|
| Mobile plasma arc refrigerant destruction unit | 1. <b>Type:</b> Compact mobile plasma arc unit for destruction of refrigerants by decomposition. One plasma arc unit shall annually destroy not less than 4800 kg of CFC-12 or 9600 kg of HCFC-22 over a 20-hour/day working cycle;   | One (1) complete set |
|  | 2. <b>Processing capacity:</b><br>- Not less than 1,0 kg/h for R12;<br>- Not less than 2,0 kg/h for other refrigerants;   |                      |
|  | 3. <b>Refrigerants to be destroyed:</b> R12, R22, R134a, R407C, R410A;  |                      |
|  | 4. <b>Applicability for the destruction of:</b> R11, tetrachloromethane, halons 2402 and 1211 (optionally);   |                      |
|  | 5. <b>Decomposition (destruction) rate, %:</b> Not less than 99,9;  |                      |
|  | 6. <b>Standards for maximum permissible emissions of pollutants into the air:</b><br>- Solid particles – 10 mg/nm <sup>3</sup> ;<br>- Hydrogen chloride – 10 mg/nm <sup>3</sup> ;<br>- Hydrogen fluoride - 1 mg/nm <sup>3</sup> ;<br>- Carbon oxide – 50 mg/nm <sup>3</sup> ;<br>- Nitrogen oxides – 200 mg/nm <sup>3</sup> ; |                      |
|  | 7. <b>Controls:</b> Automatic computerized controls; availability of safety system;   |                      |
|  | 8. <b>Method of decomposition:</b> Plasma decomposition   |                      |

|  |   |  |
|--|---|--|
|  | (electric plasma arc in nitrogen or microwave plasma);  |  |
|  | 9. <b>Power supply:</b> 380V; 3 Phase;  |  |
|  | 10. <b>External dimensions:</b> Unit and auxiliary equipment shall be accommodated in the premises up to 20m <sup>2</sup> ;   |  |
|  | 11. <b>Language requirements:</b> All technical documentation, including operating, maintenance and troubleshooting manuals and operator panels shall be in the English or Russian language;  |  |
|  | 12. <b>Year of manufacture:</b> All parts/elements of the unit shall be brand new and manufactured in 2014-2015;  |  |
|  | 13. <b>Warranty:</b> Not less than 12 months from the date of acceptance of Goods by the Purchaser;   |  |
|  | 14. <b>Installation, adjustment, starting up and commissioning of equipment:</b> Supervision of installation, adjustment, starting up and commissioning of the mobile plasma arc refrigerant destruction unit by the Supplier's engineer and training of the End-user personnel;  |  |
|  | 15. <b>Service provider:</b> Availability of a service provider preferably but not mandatory in the territory of the Republic of Belarus according to the requirements of the manufacturer; the service provider specialists shall have requisite qualification certificates;   |  |
|  | 16. <b>After-sales service:</b> Provision on a separate contract basis of reliable and regular after-sales servicing, technical support and maintenance of the delivered equipment, including supply of spare parts, for a period of minimum five (5) years;  |  |
|  | 17. <b>Certification:</b> The offered Goods must be from the manufacturers adhering to ISO 9001 quality system (internationally recognized quality certification systems equivalent to ISO will also be considered). Quality certificates for the offered Goods, if available: valid quality certificate(s) shall be attached;    |  |
|  | 18. <b>Installation preparation works and infrastructure required for the proper operation of technological equipment:</b> Provision of requirements to the infrastructure and installation preparatory works, such as requirements to the foundations, water supply, gas withdrawal, room temperature, safety requirements, etc. |  |

## 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:

|  |  |
|--|--|
| Delivery Term<br>[INCOTERMS 2010]<br><i>(Pls. link this to price schedule)</i> | <input checked="" type="checkbox"/> DAT Minsk, Republic of Belarus   |
| Exact Address of<br>Delivery/Installation Location                             | Minsk, Republic of Belarus   |
| Mode of Transport Preferred  | <input checked="" type="checkbox"/> LAND<br><input checked="" type="checkbox"/> SEA  |
| Delivery Date  | Expected delivery time is 90 calendar days from Purchase Order signature date (alternate delivery time may also be considered)   |
| Customs clearing, if needed,<br>shall be done by                               | <input checked="" type="checkbox"/> UNDP   |
| Ex factory / Pre-shipment<br>inspection  | The Purchaser shall have the right at its own cost to conduct inspection of the equipment in the manufacturer's works or prior to its shipment. If the equipment fails 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   |
| Inspection upon delivery   | The Purchaser shall inspect the equipment on receipt at destination. If the equipment fails 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  |
| Testing Requirements   | The Supplier shall provide the manufacturer's quality inspection and testing procedure for the equipment under the contract.<br>The equipment shall be successfully tested as per the Supplier's standard procedure to the satisfaction of the Purchaser   |
| Technical Support Requirements   | Availability of the service provider (preferably but not mandatory in the Republic of Belarus) who shall provide technical support of the supplied equipment (warranty, post-warranty service and maintenance) according to the requirements of the manufacturer.<br>The Supplier shall provide product support service in the form of provision of responses to all field questions, recommendations for field actions, classification of problems and formulation of recommendations by phone or other means of communication. |
| Payment Terms <i>(max. advanced payment is 20% of total price as</i>           | <input checked="" type="checkbox"/> 100% within 10 days upon UNDP's acceptance of the goods delivered, tested, commissioned and accepted in writing by UNDP  |

|   |  |
|---|--|
| <i>per UNDP policy)</i>   | as specified and receipt of invoice or<br><input checked="" type="checkbox"/> 20% advanced payment and 80% within 10 days upon UNDP's acceptance of the goods delivered, tested, commissioned and accepted in writing by UNDP as specified and receipt of invoice  |
| Conditions for Release of Payment   | <input checked="" type="checkbox"/> Inspection upon arrival at destination <i>[as per the "Inspection and Delivery" item above]</i><br><input checked="" type="checkbox"/> Testing <i>[as per the "Testing Requirements" item above]</i><br><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements |
| After-sale services required  | <input checked="" type="checkbox"/> Warranty for minimum period of 12 months;<br><input checked="" type="checkbox"/> Technical Support;<br><input checked="" type="checkbox"/> After-sales service, including supply of spare parts, of at least 5 years   |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | <input checked="" type="checkbox"/> English or Russian   |

## Section 4: Bid Submission Form<sup>1</sup>

***(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]

Re: ITB/77/2015  
To: UNDP Belarus Procurement Unit

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 dated [insert: Date]. 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

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<sup>1</sup> 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 : \_\_\_\_\_

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*[please marc this letter with your corporate seal, if available]*

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

### Bidder Information Form<sup>2</sup>

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

ITB No.BLR/77/2015

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)  |                                 |                                       |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.  |                                 |                                       |
| 12. Bidder's Authorized Representative Information<br><br>Name: <i>[insert Authorized Representative's name]</i><br>Address: <i>[insert Authorized Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br>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)   |                                 |                                       |

<sup>2</sup> 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: \_\_\_\_\_

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

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# Joint Venture Partner Information Form (if Registered)<sup>3</sup>

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

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|  |                                 |                                      |
|--|---------------------------------|--------------------------------------|
| 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 Contract for the past five (5) years   |                                 |                                      |
| 10. Latest Credit Rating (if any)  |                                 |                                      |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.  |                                 |                                      |
| 13. JV's Party Authorized Representative Information<br>Name: <i>[insert name of JV's Party authorized representative]</i><br>Address: <i>[insert address of JV's Party authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i><br>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><br><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet<br><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2.<br><input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. |                                 |                                      |

<sup>3</sup> 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.

## Section 6: Technical Bid Form<sup>4</sup>

ITB No.BLR/77/2015

Supply and delivery of one (1) mobile plasma arc refrigerant destruction unit

|                                      |  |
|--------------------------------------|--|
| 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

*This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.*

**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.

**1.2. Track Record and Experiences:** Provide the following information regarding corporate experience (minimum 2 contracts/projects) within at least the last five (5) years which are related or relevant to those required for this Contract.

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
|                 |        |                |                    |                                |                          |   |
|                 |        |                |                    |                                |                          |   |
|                 |        |                |                    |                                |                          |   |
|                 |        |                |                    |                                |                          |   |

<sup>4</sup> 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/s to be Supplied                                 | Description/Specifications of Goods (required)  | Description / Specifications of Goods (offered)<br><i>Please indicate parameters of the offered goods</i>  |
|---|---|--|
| <b>Mobile plasma arc refrigerant destruction unit</b> | <b>1. Mobile plasma arc refrigerant destruction unit, one complete set</b>  | <i>Please indicate model, manufacturer, country of origin of the offered goods:</i><br>Model: _____<br>Manufacturer: _____<br>Country of origin: _____ |
|   | <b>2. Type:</b> Compact mobile plasma arc unit for destruction of refrigerants by decomposition. One plasma arc unit shall annually destroy not less than 4800 kg of CFC-12 or 9600 kg of HCFC-22 over a 20-hour/day working cycle;   | <i>Please indicate type and capacity:</i>  |
|   | <b>3. Processing capacity:</b><br>- Not less than 1,0 kg/h for R12;<br>- Not less than 2,0 kg/h for other refrigerants;   | <i>Please indicate capacity:</i>   |
|   | <b>4. Refrigerants to be destroyed:</b> R12, R22, R134a, R407C, R410A;  | <i>Please indicate applicable refrigerants:</i>  |
|   | <b>5. Applicability for the destruction of:</b> R11, tetrachloromethane, halons 2402 and 1211 (optionally);   | <i>Please confirm applicability:</i>   |
|   | <b>6. Decomposition (destruction) rate, %:</b> Not less than 99,9;  | <i>Please indicate rate:</i>   |
|   | <b>7. Standards for maximum permissible emissions of pollutants into the air:</b><br>- Solid particles – 10 mg/nm <sup>3</sup> ;<br>- Hydrogen chloride – 10 mg/nm <sup>3</sup> ;<br>- Hydrogen fluoride - 1 mg/nm <sup>3</sup> ;<br>- Carbon oxide – 50 mg/nm <sup>3</sup> ;<br>- Nitrogen oxides – 200 mg/nm <sup>3</sup> ; | <i>Please indicate compliance with standards:</i>  |

|  |   |  |
|--|---|--|
|  | 8. <b>Controls:</b> Automatic computerized controls; availability of safety system;   | <i>Please indicate controls:</i>   |
|  | 9. <b>Method of decomposition:</b> Plasma decomposition (electric plasma arc in nitrogen or microwave plasma);  | <i>Please indicate method of decomposition:</i>  |
|  | 10. <b>Power supply:</b> 380V; 3 Phase;   | <i>Please indicate unit power supply:</i>  |
|  | 11. <b>External dimensions:</b> Unit and auxiliary equipment shall be accommodated in the premises up to 20m <sup>2</sup> ;   | <i>Please indicate external dimensions and compliance with accommodation requirements:</i> |
|  | 12. <b>Language requirements:</b> All technical documentation, including operating, maintenance and troubleshooting manuals, operator panels shall be in the English or Russian language;   | <i>Please indicate language:</i>   |
|  | 13. <b>Year of manufacture:</b> All parts/elements of the unit shall be brand new and manufactured in 2014-2015;  | <i>Please confirm and indicate year:</i>   |
|  | 14. <b>Warranty:</b> Not less than 12 months from the date of acceptance of Goods by the Purchaser;   | <i>Please indicate terms of warranty:</i>  |
|  | 15. <b>Installation, adjustment, starting up and commissioning of equipment:</b> Supervision of installation, adjustment, starting up and commissioning of the mobile plasma arc refrigerant destruction unit by the Supplier's engineer and training of the End-user personnel;                                  | <i>Please indicate conformity with the requirement:</i>                                    |
|  | 16. <b>Service provider:</b> Availability of a service provider preferably but not mandatory in the Republic of Belarus according to the requirements of the manufacturer; the service provider specialists shall have requisite qualification certificates;  | <i>Please indicate conformity with the requirement:</i>                                    |
|  | 17. <b>After-sales service:</b> Provision on a separate contract basis of reliable and regular after-sales servicing, technical support and maintenance of the delivered equipment, including supply of spare parts, for a period of minimum five (5) years;  | <i>Please indicate conformity with the requirement:</i>                                    |
|  | 18. <b>Certification:</b> The offered Goods must be from the manufacturers adhering to ISO 9001 quality system (internationally recognized quality certification systems equivalent to ISO will also be considered). Quality certificates for the offered Goods, if available: valid quality certificate(s) shall | <i>Please provide certificate details:</i>   |

|  |  |                              |
|--|--|------------------------------|
|  | be attached;   |                              |
|  | <b>19. Installation preparation works and infrastructure required for the proper operation of technological equipment:</b><br>Provision of requirements to the infrastructure and installation preparatory works, such as requirements to the foundations, water supply, gas withdrawal, room temperature, safety requirements, etc. | Please provide requirements: |

*A supporting document with full details may be annexed to this section. In the case of any discrepancy between specifications of the required goods under item 2.1. above and Technical Specifications of Section 3a the data/information contained in the Technical Specifications of Section 3a shall prevail.*

**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. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.4 Implementation Timelines:** The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing (please complete the schedule below).

| Activity  | Commencement date                                  | Completion date |
|---|--|-----------------|
| Manufacture of equipment; testing of equipment at the manufacturer's works  | <i>_days from the date of signing the contract</i> |                 |
| Shipment and delivery of equipment to Purchaser   |  |                 |
| Assembly and installation of equipment at the installation site; testing (test runs) of equipment, commissioning of equipment |  |                 |
| Training of personnel to operate the equipment  |  |                 |
| Putting the equipment into operation (handing over to the Purchaser)  |  |                 |

**2.5. Partnerships (Optional):** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.6. 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.

**2.7. Other:** Please provide information regarding the bid and its implementation, including:

**-Details of warranty provided** (please attach a copy of manufacturer's warranty and maintenance policy, if available);

-Details of the service provider/centre for the after-sales servicing and technical support of the equipment and statement that after-sales services, technical support and maintenance of the supplied equipment (including provision of spare parts) will be available for at least five (5) years under separate contract(s) with the Purchaser/End-user from the date of signing the equipment acceptance certificate;

- Technical documentation of the proposed equipment: Bidder shall provide technical details of goods offered in technical specifications or catalogues/descriptive literature (in English or Russian) with images/drawings showing technical parameters of the goods;

-Technological process: Bidder shall provide detailed description of the full cycle of the technological process (from the moment of the refrigerant cylinder delivery to the destruction unit and up to utilization/disposal of waste);

-Options: Bidder shall submit a list of all options with current prices and warranty their supply with the destruction unit or separately;

- List of recommended spare parts and consumables for one (1) year period of equipment operation with current prices;

-Any other details/information as requested under Section 3a, 3b above.

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

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

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## Section 7: Price Schedule Form<sup>5</sup>

Ref: ITB No.BLR/77/2015

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 Delivery/Completion | Percentage of Total Price | Price (Lump Sum, All Inclusive)<br>Currency:___ |
|-----|---|--------------------------------------|---------------------------|---|
| 1.  | Advanced payment  |                                      | ___%                      |   |
| 2.  | Mobile plasma arc refrigerant destruction unit – 1 complete set delivered, installed, commissioned, training of local personnel conducted |                                      | ___%                      |   |

\* This shall be the basis of payment tranches

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

**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.

| Deliverables and Sub-Components   | (a)<br>Quantity | Country of<br>Origin | (b)<br>Unit Price<br>EXW<br>Currency: _____ | (c)=(a)x(b)<br>Total Cost of Goods<br>EXW /Services<br>Currency: _____ |
|---|-----------------|----------------------|---|--|
| <b>1. One (1) mobile plasma arc refrigerant destruction unit</b> (as per Schedule of Requirements and Specifications of ITB Section 3a), including: | 1 complete set  |                      |   |  |
| <b>1.1. Sub-component 1 (.....)</b>   |                 |                      |   |  |
| <b>1.2. Sub-component 2 (.....)</b>   |                 |                      |   |  |
| <b>1.3. Sub-component 3 (.....)</b>   |                 |                      |   |  |
| <b>2. Set of spare parts required for 2500 hours of the unit operation, including:</b><br>1.<br>2.<br>3.  | 1 set           |                      |   |  |
| <b>3. Transportation (DAT Minsk, Belarus)</b>   | -               | -                    | -   |  |
| <b>4. Training of the End-user's staff (as per the Supplier's standard training programme)</b>  | -               | -                    | -   |  |
| <b>5. Supervision of installation, testing and commissioning in Belarus</b>   | -               | -                    | -   |  |
| <b>6. Other charges (VAT amount and rate, if applicable)*</b>   | -               | -                    | -   |  |
| <b>GRAND TOTAL</b>  |                 |                      |   |  |

*\*Note: 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.*



Authorized Signature *[In full and initials]:* \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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## Section 8: Form for Advanced Payment Guarantee<sup>6</sup>

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

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\_\_\_\_\_  
[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])<sup>7</sup> 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 on the \_\_ day of \_\_\_\_\_, 2\_\_, 20\_\_ whichever is earlier. 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)]

<sup>6</sup> 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.

<sup>7</sup> 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.

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

## Section 9: Contract

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### **ADHERENCE TO ALL TERMS AND CONDITIONS BELOW IS MANDATORY.**

#### *General Terms and Conditions*

#### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

#### **2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

#### **3. TAX EXEMPTION**

- 3.1 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 utilities services, and is exempt from customs 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

**5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

**6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

**7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

**8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-marc. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-marc arising in connection with the goods sold under this Purchase Order.

**9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

#### **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

#### **11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

#### **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

#### **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

#### **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly

engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

**18.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle

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

18.2 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.

**19.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.



## ***Special Terms and Conditions***

| Item of General Terms and Conditions (GT&C) | Special Terms and Conditions (ST&C) Applicable   |
|---|--|
| <b>GT&amp;C 1</b>                           | <p>Definition:</p> <p><b>GOODS AND SERVICES:</b> Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Supplier is required to supply pursuant to the Purchase Order. Services are hereinafter deemed to include related/ancillary services to the supply of the Goods including, without limitation, installation, testing, commissioning, training, transportation and such other obligations as required under the Contract.</p>   |
| <b>GT&amp;C 4</b>                           | <p><b>TRADE TERMS:</b> Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2010.</p>  |
| <b>GT&amp;C 10</b>                          | <p>If the Supplier shall fail to complete the delivery of Goods and related services within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Supplier shall pay to UNDP 0,1% of the value of the delayed Goods or related services per day of delay, up to a maximum of thirty (30) days as liquidated damages. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNDP may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Services or from any other of his obligations and liabilities under the Contract.</p> <p>NOTE: 1) Liquidated Damages will be calculated separately on: (1) delay in the delivery of the Goods to the final destination; and (2) delay in installation, training &amp; commissioning, attributable to the Supplier, and not for reasons not attributable to the Supplier.</p> <p>2) With regard to charge of liquidated damages for delay in delivery of goods, the onus of proof will be on the Supplier for establishing that delays were not due to reasons attributable to him, whereas in post-delivery installation in case of delay, assumption of non-readiness of site at consignee locations shall ordinarily prevail unless there is specific evidence /information/material to the contrary.</p> |
| <b>GT&amp;C 21</b>                          | <p>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, equipment 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.</p>   |
| <b>GT&amp;C 22</b>                          | <p>Delivery of Goods shall be made by the Supplier in accordance with the Delivery Schedule.</p> <p>The shipping and/or other documents to be furnished by the Supplier are:</p>   |

|  |  |
|--|--|
|  | <ol style="list-style-type: none"> <li>1. Commercial invoice, indicating the United Nations Development Programme (UNDP), the Purchase Order/Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</li> <li>2. Bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination.</li> <li>3. Packing list identifying contents of each package.</li> <li>4. Manufacturer's or Supplier's Warranty Certificate covering all items supplied;</li> <li>5. Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required);</li> <li>6. Supplier's Certificate of Origin covering all items supplied;</li> <li>7. Any other/additional procurement - specific document(s) required for delivery/payment purposes.</li> </ol> <p>The copies of above documents shall be received by UNDP at least 7 days before arrival of Goods at the place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>The Supplier shall intimate UNDP in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods.</p> |
|--|--|

## Section 10: 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 Belarus

**Ref:** ITB No.BLR/77/2015

### 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/77/2015, 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/77/2015.

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/77/2015

| №   | 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.  | Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any;  |        |
| 6.  | Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer;   |        |
| 7.  | Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past year;  |        |
| 8.  | Written confirmation authorizing the signatory of the bid to commit the Bidder (Power of Attorney or relevant extract of Bidder's Charter);  |        |
| 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;  |        |
| 10. | Environmental Compliance Certificates, Accreditations, Marcings/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 (at least 2) for the similar projects/supply of similar equipment performed for the past 5 years and clients' contact details  |        |
| 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><br>A)Brief Description of Bidder as an Entity as specified under i.1.1;<br>B)Track Record and Experiences as specified under i.1.2;  |        |
| 15. | <u>Section 2 Scope of Supply, Technical Specifications and Related Services (ITB Section 6), including following details:</u><br>A) Scope of Supply (including completed Technical Specifications table) as specified under i.2.1;   |        |

|     |   |  |
|-----|---|--|
|     | B) Partnerships as specified (optional) under i.2.2;<br>C) Reporting and Monitoring as specified under i.2.3;<br>D) Implementation Timelines as specified under i.2.4;<br>E) Partnerships (Optional) as specified under i.2.5;<br>F) Anti-Corruption Strategy (Optional) as specified under i.2.6;  |  |
| 16. | Details of warranty provided (please attach a copy of manufacturer's warranty and maintenance policy, if available);  |  |
| 17. | Details of the service provider/centre for the after-sales servicing and technical support of the equipment and statement that after-sales services, technical support and maintenance of the supplied equipment (including provision of spare parts) will be available for at least five (5) years under separate contract(s) with the Purchaser/End-user from the date of signing the equipment acceptance certificate; |  |
| 18. | Technical documentation of the proposed equipment: Bidders shall provide technical details of goods offered in technical specifications or catalogues/descriptive literature (in Russian or English) with images/drawings showing technical parameters of the goods;  |  |
| 19. | Detailed description of the full cycle of the technological process (from the moment of the refrigerant cylinder delivery to the destruction unit and up to utilization/disposal of waste);   |  |
| 20. | List of all options with current prices and warranty of their supply with the destruction unit or separately;   |  |
| 21. | List of recommended spare parts and consumables for one (1) year period of equipment operation with current prices.   |  |