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INVITATION TO BID

PURCHASE OF ACQUISITION OF DIVIVG EQUIPMENT FOR DEPARTMENT OF DIVING SEARCH AND RESCUE WORKS IN THE AZOV SEA

Recovery and Peacebuilding Programme

Ukraine

United Nations Development Programme
March 2020

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Section 1. Letter of Invitation

Kyiv, Ukraine
March 10, 2020

177-2020-UNDP-UKR-ITB-RPP

Acquisition of diving equipment for Department of diving search and rescue works in the Azov Sea

Dear Bidder,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid (Bids) 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 – Contract to be Signed

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

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

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

Yours sincerely, Sukhrob Kakharov

Mr. Sukhrob Kakharov

UNDP Operations Manager

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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

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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/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti)

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.

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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://www.undp.org/content/dam/undp/img/corporate/procurement/UN%20Supplier%20Code%20of%20Conduct.pdf

B. CONTENTS OF BID

9. Sections of Bid

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

9.1 Offer 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

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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

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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.

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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;

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b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and

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

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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

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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

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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

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terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

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

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

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

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

30. Clarification of Bid

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

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

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

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31. Responsiveness of Bid

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

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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/business/protest-and-sanctions/

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

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

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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 Instruc-tions	Data	Specific Instructions / Requirements
1		Project Title :	**Recovery and Peacebuilding Programme**
2		Title of Goods/Services/ Work Required:	**Acquisition of diving equipment for Department of diving search and rescue works in the Azov Sea**
3		Country:	Ukraine
4	C.13	Language of the Bid:	☒English ☐French ☐Spanish ☒Ukrainian/Russian
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☐Allowed: Bids may be submitted for different Lots ☒Not allowed
6	C.20	Conditions for Submitting Alternative Bid	☒ Shall not be considered ☐ Shall be considered. A Bidder may submit an alternative Bid, but only if it also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB). UNDP shall only consider the alternative bid offered by the Bidder whose Bid for the base case was determined to be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference will be held on:	A pre-Bid conference is not stipulated
8	C.21.1	Period of Bid Validity commencing on the submission date	☐60 days ☒90 days ☐120 days
9	B.9.5 C.15.4 b)	Bid Security	☐Required ☒Not Required
10	B.9.5	Acceptable forms of Bid	N/A

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		Security	
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	☐Allowed up to a maximum of 20% of contract (prepayment should not exceed 20% of the total contract amount, or USD 30,000.00, whichever is less) ☒Not allowed
13		Liquidated Damages	☒ Will not be imposed ☐Will be imposed under the following conditions: If the Contractor fails to complete the specified Works within the time period(s) stipulated in the Contract, UNDP may without prejudice to its other remedies under the contract, deduct 0.5% of the total amount for each day of delay until actual completion, up to maximum deduction of 10% of the value of the Contract. Once the maximum is reached, UNDP may consider termination of the Contract.
14	F.37	Performance Security	☒Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	☒**United States Dollars (US$) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP will execute payments in UAH based on UN Operational Exchange Rate as at the date of payment.** *For determining UN Operational Exchange Rate pls. refer to treasury.un.org* ☐ Euro ☒ Local Currency – UAH.
16	B.10.1	Deadline for submitting requests for clarifications/ questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit E-mail address dedicated for this purpose: procurement.rpp.ua@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☐ Direct communication to prospective Bidders by email or fax ☒ Direct communication to prospective Bidders by email or fax, and Posting on the website http://procurement-notices.undp.org, https://www.ungm.org

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19	D.23.3	No. of copies of Bid that must be submitted	Original : 1 Copies : 0
20	D.23.1 b) D.23.2 D.24	Bid submission address	For Technical and Financial proposals: https://etendering.partneragencies.org 177-2020-UNDP-UKR-ITB-RPP *Please note that bids received through any other address will not be considered.*
21	C.21.1 D.24	Deadline of Bid Submission	March 24, 2020, 3:00 p.m. Kyiv time For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
22	D.23.2	Manner of Submitting Bid	☒ Only through e-tendering system https://etendering.partneragencies.org
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	☒Official Address for e-submission: e-tendering system https://etendering.partneragencies.org ☒Format: PDF files only ☒Max. File Size per transmission: *[8 MB]* ☒Virus Scanning Software to be Used prior to transmission: *[Files should not contain any viruses or malware software.]* ☒Other conditions: ***Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.***
24	D.23.1 c)	Date, time and venue for opening of Bid	**Date and Time: March 24, 2020, 15-00 Kyiv time** Once the event deadline has closed, eTendering will generate a public bid report with the results of the bids received including the price of each bid. The report will automatically be sent to email address provided when registering in eTendering system.
25		Evaluation method to be used in selecting the most responsive Bid	☒Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements. ☒Lowest price offer of technically qualified/responsive Bid

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			☒ UNDP may exclude suppliers, contractors and consultants from tendering for procurement opportunities in UNDP-supported programmes or projects if the Offeror in question or their affiliates provided consulting services for the preparation and implementation of a project, and in order to prevent a conflicts of interest, the Offeror and their affiliates are disqualified from subsequently providing goods and civil works under UNDP financing for the same project.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	☒ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ☒Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ☒Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ☒Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ☒Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the any 2 years from 2016 to 2019 ☒ At least 2 positive references from previous clients ☒ All information regarding any past or current litigation in which the Bidder has participated in the last 5 (five) years, indicating the parties concerned, the subject of the proceedings, the amounts and the final decision, if any
27		Other documents that may be Submitted to Establish Eligibility	☒ Duly signed Technical and Financial proposals as per Sections 4-7;
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	1. Technical correspondence with specification requirements. 2. Duly signed Technical and Financial proposals as per Sections 4-7.
29	C.15.2	Latest Expected date for commencement of Contract	April 2020
30	C.15.2	Maximum Expected duration of contract	As per Deadlines described in Specifications

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31		UNDP will award the contract to:	☒ One Bidder only ☐ One or more Bidders, depending on the following factors: (according to LOTs). ☐ The general combination of the lowest prices for all lots, based from different combinations of award contracts. ☐ In case if for one lot only one technically compliat proposal will be submitted, preference will be given to a party in order to ensure delivery of all lots. ☐ Regardless of whether it is possible to execute work on more than one lot, UNDP might at its discretion to award a contract to other parties for the purpose of risk reduction. ☐ If the bidder submits an offer for more, than 1 lot, UNDP reserves the right to request additional information from the
32	F.34	Criteria for the Award and Evaluation of Bid	**Award Criteria** ☒Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications ☒Lowest price offer of technically qualified/responsive Bid ☒ Compliance on the following qualification requirements: **Bid Evaluation Criteria** ☒ A company with a valid registration (for Ukrainian companies – company should be registered in the territory controlled by the government of Ukraine) ☒Minimum no. of years of experience in similar projects: 3 years ☒ Minimum annual turnover for any 2 years within 2016 to 2019: USD 100,000 (or equivalent in UAH based on the average value UN Operational Exchange Rate as at the respective years); ☒Full compliance of Bid to the Technical Requirements; ☒ After-sales service and warranty on parts of at least 12 months; ☒ Acceptability of the Delivery Schedule.
33	E.29	Post qualification Actions	☒Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☒Inquiry and reference checking with other previous clients on the quality of performance on ongoing or

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			previous contracts completed.
34		Conditions for Determining Contract Effectivity	☐UNDP's receipt of Performance Security, if applicable (see i. 14); ☐ UNDP's approval of plans, drawings, samples, etc. ☒ Signing the contract
35		Other Information Related to the ITB	Administrative Requirements: Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/requirements: ☒ Offers must be submitted within the stipulated deadline; ☒ Offers must meet required Offer Validity ☒ Offers have been signed by the proper authority ☒ Offers must include requested documentation ☒Full compliance and agreement with UNDP General terms and conditions available by the link: http://www.undp.org/content/dam/undp/img/corporate/procurement/infoforbidders/GTCsforcontracts-Goods-and-or-Services-2015.pdf Other information is available on http://www.undp.org.ua/en/tenders For information , please contact procurement.ua@undp.org

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Section 3a: Schedule of Requirements and Technical Specifications

SPECIFICATIONS

Project Name: UN Recovery and Peacebuilding Program, Community Security and Social Cohesion Component
Task description: Acquisition of diving equipment for Department of diving search and rescue works in the Azov Sea
Country / Place of work: Ukraine**.**

1. Project Background

The ongoing conflict in eastern Ukraine has had a direct and highly negative impact on social cohesion, resilience, livelihoods, community security, and the rule of law. Recognizing the need to urgently address reconstruction, economic recovery and peacebuilding needs in areas affected both directly and indirectly by the conflict, in late 2014 the Government of Ukraine requested technical assistance and financial support from the international community to assess priority recovery needs. In late 2014, the United Nations, the World Bank and the European Union conducted a Recovery and Peacebuilding Assessment, which was endorsed by the Cabinet of Ministers in mid-2015.
UNDP has been active and present in eastern Ukraine for the past decade, prior to the conflict, with a focus on community development, civil society development, and environmental protection. Work on addressing the specific conflict-related development challenges discussed above built on this earlier engagement and established partnerships and started in 2015 through the United Nations Recovery and Peacebuilding Programme (UN RPP), a multi-donor funded framework programme implemented by four United Nations partnering agencies: the United Nations Development Programme (UNDP), the UN Entity for Gender Equality and the Empowerment of Women (UN Women), the United Nations Population Fund (UNFPA) and the Food and Agriculture Organization of the United Nations (FAO).
The UN RPP was designed to respond to and mitigate the causes and effects of the conflict. It is based on findings of the Recovery and Peacebuilding Assessment (RPA) and is aligned to the State Target Programme for Recovery as well as to the two oblasts development strategies up to 2020. The UN RPP involves three pillars for action: 1) restoration of infrastructure and economic recovery; 2) support to local governance and related capacity building; and 3) social resilience and peacebuilding. It is an integral component of the UNDP Country Programme and is therefore fully aligned with the United Nations Partnership Framework (UNPF) It is closely interlinked with the Democratic Governance and Reform Programme, operating nationally and in all of Ukraine's regions and is consistent with the SDGs, in particular SDG 16 (Peace, Justice and Strong institutions).
As an area-based programme specifically developed for the conflict-affected areas of eastern Ukraine, the UN RPP addresses the key stabilization, peacebuilding, economic and governance priority needs in eastern Ukraine following the start of the conflict. It takes into account the opportunities that have arisen from the Minsk Protocol of September 2014 and the renewal of its cease-fire provisions (the latest cease-fire having been agreed in March 2018) and is also fully adjusted to the humanitarian-development nexus. In 2019 program was reinforced along the Azov Sea coastline, including extension to Zaporizhzhia region.
The Programme's interventions are grouped under the following key Programme components, which reflect the region's priority needs:
Component I: Economic Recovery and Restoration of Critical Infrastructure
Component II: Local Governance and Decentralization Reform
Component III: Community Security and Social Cohesion (CSSC).
The Programme, which operates on the basis of a pooled funding arrangement, follows a multi-sectoral programme-based approach and is implemented using an area-based methodology. With the current project, it is a unifying interventions framework for projects funded by 12 international partners: European Union, European Investment Bank, as well as the governments of the United Kingdom, Denmark, Canada, Netherlands, Germany, Norway, Poland, Sweden, Switzerland and Japan.

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Component III of UN RPP «Community Security and Social Cohesion» (CSSC) aims to reach some of its goals through enhancing community security; civic mobilization and empowerment of communities; reconciliation and restoration of social cohesion.
The overall objective of the Project "EU Support to the East of Ukraine – Recovery, Peacebuilding and Governance" under Component III of UN RPP is to restore effective governance and promote reconciliation in crisis-affected communities thereby enhancing the credibility and legitimacy of local governments in the government-controlled areas of the regions. It will contribute to peace-building and preventing further conflict in Ukraine through effective and accountable decentralization, gender-responsive recovery planning and equal access to services, as well as enhanced community security and social cohesion.
This endeavor will be achieved through pursuit of the following specific objectives:

- To enhance local capacity for gender-responsive decentralization and administrative reforms to improve governance, local development and the delivery of services.
- To stimulate employment and economic growth by providing assistance to Micro, Small and Medium Enterprise (MSME) development through demand-driven business development services and professional skills training.
- To enhance social cohesion and reconciliation through the promotion of civic initiatives.
- To support sector reforms and structural adjustments in health, education and critical public infrastructure to mitigate direct impacts of the conflict.

In November 2018, Ukrainian regional security landscape has been affected with the capture by Russian forces of three Ukrainian navy vessels in the Kerch Strait (Azov sea). This incident has resulted in increased tensions between Ukraine and Russian Federation and in the invocation of the Martial law in several regions of Ukraine, including Donetsk and Zaporizhzhya oblasts for a 30-day period, which came to an end in December 2018. Security of Azov Sea coast and Ukrainian navigation is fundamentally important for so-called Pryazovsky region under these conditions. That is why the presence of security service providers in Azov Sea was increased. For instance, Department of diving search and rescue works in the Azov Sea of SES of Ukraine in Donetsk oblast was opened in Mariupol on September 29, 2018.
Therefore, UNDP decided to provide support to Department of diving search and rescue works in the Azov Sea, and to procure the necessary diving equipment to strengthen the institutional capacity of this institution and its capacity to react on emergencies occurring in the sea. . At the same time, Main Department of SES of Ukraine in Donetsk oblasts procured hydroacoustic means of underwater communication previously, namely full face mask GUARDIAN BK / BK, ABV-1, OTS-BUD-D2 transceiver for GUARDIAN with microphone, two-channel surface hydro acoustic communication station SP-100-D2. Usage of another underwater equipment is inappropriate due to incompatibility with equipment already in use. Procurement of equipment manufactured by abovementioned firms will allow SES Department to expand existing underwater network and use new equipment in existing underwater acoustic network.

2. Scope of work

• Provision of required goods by the Contractor in accordance with Specification.
• Delivery of goods to the address: 175 Mytropolitska str., Mariupol, 87547, Ukraine.

3. Technical Specification

No	Product name and specification requirements	Quantity of units (unit/pair)
1	**The underwater lantern (***Underwater light Ferei W152 II B 1000 lm (warm light) or equivalent***)** Specification: Material: aviation aluminum Dimensions, max, mm - 222 x 42 x 26.5	16

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	Brightness, not less than, lm - 800-1000 Power source - 18650 battery Battery type - Li-ion Number of batteries - 2 Battery capacity, not less than mAh / h - 3200 Time of continuous work, not less, an hour - 4-5 Modes - 3 modes of I- enormity	
2	**Underwater metal detector** **(***Minelab Excalibur III underwater metal etector or equivalent***)** Specification: Purpose - underwater, beach search Frequency - multifrequency Search programs – not less than 2 Soil balancing - automatic Threshold adjustment - manual Pinpoint - yes Headphone jack – yes Power supply - NiMH 1000 battery Charger- yes Headphones - yes, waterproof Depth of immersion, m - not less than 60 Search depth, cm - from 28 to 85 Mode of elimination of influence of salt - yes	8
3	**Dry type diving suit (***AquaLung Alaska or equivalent***)** Type - dry Kind- long coverall Cut - mono - suit Category - male Arm - long Leg- long Helmet included Insulation - absent Inner cover -HB 172 nylon Material - trilaminate Cover - HB 172 nylon Amplifier Placements -knees, buttocks Presence of anatomical elbows, knees - yes Locations of waterproof insulation - neck, wrist	16
	Sizes :	
	ML – 7 units	
	L - 5 units	
	XL – 3 units	
	XXXL - 1 unit	
4	**Insulation for dry type diving suit (***AquaLung MK 2 or equivalent***)** Type: coverall for dry type diving suit; Category - male; Material: 60% nylon - 40% polyester , insulation - 3M Thinsulate	16
	Sizes:	
	M – 7 units	
	L - 5 units	
	XL – 3 units	

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	XXXL - 1 unit	
5	**Wetsuit wet type 5 mm (***AquaLung Dive (set) or equivalent***)** Type - wet Kind- mono - suit Cut - anatomical Category - male Arm - long Leg - long Helmet included Inner cover -nylon Material - neoprene type L Cover - polyester Material thickness, not less than mm - 5.5 Amplifier Placements -knees, elbows Presence of anatomical elbows, knees – yes Locations of waterproof insulation - wrist, ankle	15
	Sizes:	
	ML – 7 units	
	L – 5 units	
	XL – 2 units	
	XXXL – 1 unit	
6	**Wetsuit wet type 9 mm**. (*AquaLung Dive (set) or equivalent*) Type - wet Kind - mono - suit Cut- anatomical Category- male Arm - long Leg - long Helmet included Insulation –jacket with helmet Inner cover- nylon Material - neoprene type L Cover - polyester Material thickness, not less than mm - 9 Amplifier Placements -knees, elbows Presence of anatomical elbows, knees – yes Locations of waterproof insulation - neck, wrist, ankle	19
	Sizes :	
	M - 1 unit	
	ML – 5 units	
	L - 8 units	
	X - 4 units	
	XXL - 1 unit	
7	**Boots neoprene 5 mm (***Marlin Bots (REEF 2.0) or equivalent***)** Type - wet Type - sock Cut- anatomical Category - male Inner cover- nylon Material - neoprene type L	15

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	Sole cover - neoprene Thickness of the material is not less than mm- 5	
	Sizes :	
	M – 3 pairs	
	L – 6 pairs	
	XL – 4 pairs	
	XXL – 2 pairs	
8	**Gloves neoprene 5 mm (***Marlin kevlar or equivalent* **)** Type - wet Kind - five-fingered Cut -anatomical Category- male Inner cover - nylon Material - neoprene Palms cover - kevlar Thickness of the material is not less than mm- 5	15
	Sizes:	
	M – 2 pairs	
	L - 9 pairs	
	XL - 2 pairs	
	XXL - 2 pairs	
9	**Gloves neoprene 7 mm (***Marlin Winter Sheico or equivalent***)** Type - wet View - three-fingered Cut - anatomical Category- male Inner cover - open pore Material - neoprene Palms cover: durotex The thickness of the material is not less than mm- 7	19
	Sizes:	
	M - 2 pairs	
	L – 9 pairs	
	XL – 6 pairs	
	XXL – 2 pairs	
10	**Helmet underwater neoprene 3 mm (***Marlin Bandit or equivalent***)** Type - wet Kind - inner helmet Cut - anatomical Category - male Material - neoprene Inner cover - Smoothskin Outer cover - nylon Thickness of the material is not less than mm-3	19
	Sizes:	
	M – 5 units	
	L – 9 units	
	XL – 3 units	
	XXL – 2 units	

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11	**Pulmonary regulator set** (reduction gear of the first stage, pulmonary machine of the second stage and extra second stage (*AquaLung Glacia or equivalent*) For cold water - yes Number of ports - 2 + 4 Connection type - Din Housing material – A.B.S. plastic Cover - polyurethane The maximum working pressure, not less, bar - 300	14
12	**Three-tool console** (Depth gauge, pressure gauge, compass) (*AquaLung AQF or equivalent*) Number of devices - 3 Working pressure - 300 bar	14
13	**Set of swimmer No. 1 (foot fins, mask, tube)** Size - 45 cm (L / XL) Kind - foot fins Type - with open heel Material - Forflex / thermoplastic rubber Overall length, cm - 70 Shutter material - silicone Tube with valve - Air Dry , Mouthpiece - anatomical Combo-Bite *Foot fins AquaLung Seak PRO polsion or equivalent* *Mask AquaLung technisub or equivalent* *AquaLung tube or equivalent*	16
14	**Diving knife** *(Seac Sub WANTED DAGA or equivalent)* Blade material - stainless steel Handle - plastic Blade sharpening - two-sided Sheath material - plastic Surface - matte Type - with fixed blade	17
15	Light diving belt loads kit (belt with metal buckle (*Seak sub 191NS or equivalent*), loader 2 kg for one belt). Belt with metal buckle Loader : weight - 2 kg. for one belt , 8 units Material – lead (plumbum) in rubber coating Belt- nylon Buckle - steel, quick-release	16
16	**High pressure balloon set with valve, cylinder boot, safety net and transport handle (***FABER or equivalent***)** Thread for valve - M25 x 2 ISO; Material - steel balloon Colour - yellow Volume, l- 15 Outlet - 1	16
17	**Buoys (diving signals) to indicate a working diver (***Mares Standart Marker Buoy or equivalent* **)** Type - inflatable marker buoy with built-in flag Colour - a bright orange colour	9

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18	**Buoys for marking explosive objects (***APEKS or equivalent.***)** (Marker line to indicate explosive objects) Colour - orange	16
19	**Rope (Signal End)** Type - static cord Material - polyamide Bursting load, not less, kg -2500 Coil of rope 200 m d 5-7 mm	3
20	**Rope (Signal End)** Type - Static cord Material- polyamide Weave - 40 strands Burst load, kg - 4500	3
	Coil of rope 250 m d 10-12 mm – 1 unit	
	Coil of rope 300 m d 10-12 mm – 2 units	
21	**Rope (Signal End)** Bursting load, kg - 10 000 Type - Static cord Material - polyamide	3
	Coil of rope 250 m d 30-35 mm – 1 unit	
	Coil of rope 100 m d 30-35 mm – 2 units	
22	**Buoyancy compensator (***Seac cub or equivalent***)** Sizes: L Outer material -1000D nylon Inner material - nylon 420	14
23	**High pressure compressor for filling breathing apparatus (***type filling Bauer PE 100-TW or equivalent* **)** Type: portable Type of engine - variable, 230 Volts Engine power, W - 2200 Productivity, l / min - 100 Working pressure, atm - 300 The filtration system is P11 Weight, kg – 44 +/-10 %	1
24	**Booms:** Continuous buoyancy booms with a flat float chamber, running meter Type of float - cylindrical block Overall height, mm – 550 +/-10 % Freeboard, mm – 250 +/-10 % Skirt, mm – 300 +/-10 % Section length, m- 10 +/-10 % Section weight, not more than, kg – 30 +/-10 % Fabric - PVC fabric with high resistance to corrosive media (petroleum products) and exposure to the environment	600
25	**Coil for mobile movement and storage of vouchers up to 200 MP** Length – 5500 +/-10 % Width – 2200 +/-10 % Height – 2250 +/-10 % The diameter is 2200	3

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	Frequency of rotation, rpm - 7 The drive is electric Possibility of moving and reloading - is equipped with rubber wheels Material - painted with anti-corrosion paint resistant to the marine environment	
26	**Oil resistant suit:** protective chemical suit complete with safety boots and gloves (*ProChem IIF or equivalent*) - The suit Protection category- III Type of protection - SV, 4, 5, 6. Material- TYCHEM F	4
	Size :	
	XL – 2 units	
	L – 2 units	
	- Protective boots Type - EUROFORT S5 Material - PVC with nitrile Protection class - S5 Height, not less than, cm- 39	
	Sizes:	
	40 – 2 pairs	
	42 – 2 pairs	
	- Protective gloves – 4 pairs: Type P3-2У Material neoprene The inner surface is natural latex with a cotton pile	
27	**8th spun polypropylene rope** Coil: length, mm – 220000 +/-10 % Diameter, mm- 56 Weight, kg- 312 +/-10 % The length of the circumference of the rope, inches - 7 Number of strands , pcs - 8	1
28	**Binoculars (***Barska Battalion 8x30 WP / RT or equivalent***)** Zoom - 8 x Zoom type - fixed Lens diameter - 30 mm Focusing- individual Focusing range - 5 m Field of view at 1000m - 141m Degree of protection - waterproof, gas filling , shock resistance Intended use- marine	4
29	**Full face mask (***GUARDIAN BK / BK, ABV-1***)** Possibility to use with transceiver OTS-BUD-D2 -yes Possibility of mounting the transceiver - yes Air supply valve type ABV-1 -yes One-way valve to prevent the accumulation of CO2 in the submask space - yes	5

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	2-speed quick-release regulator-yes Low pressure hose -yes Low pressure hose mounting - right Obturation - double Profile - low Special set for pressure equalization (purging) - yes System of easily adjustable fastenings (belts, fasteners) - yes Key to install the communication system -yes Special bag for storage and transport - yes.	
30	**Wireless transceiver for underwater communication (***OTS-BUD-D2 transceiver for GUARDIAN with microphone***)** Can be used with full face mask GUARDIAN BK/BK, ABV-1 - yes Possibility of using hydro-acoustic communication with two-channel surface station SP-100-D2 or equivalent (wireless two-way underwater communication system) - yes Radius of action, m - 50-500 Transceiver - piezoelectric Headphone - ceramic with depth compensation Microphone - ceramic HotMic Frequency range of the transmitter of the speech signal, Hz - 300-3500 Switching to transmission mode - automatic from voice (VOX) or manual using tangents Power supply - accumulator Working depth, m - up to 40.	5
31	**Surface Acoustic Communication Station (***SP-100-D2 (Wireless Two-Way Underwater Communication System)* Can be used with OTS-BUD-D2 transceiver - yes Radius of action, m - 50-500 Piezoelectric transceiver: - location - at the end of the cable, at least 10 m long, with antenna converter; -modulation - single-band - frequency range of the transmitter of the speech signal, Hz - 300-3500 Digital signal processing -yes Noise canceling mode - adjustable from the front panel; Microphone - portable with tangent, separate from headphones, two-wire, 500 Ohm resistance Ability to connect recording devices - yes Standalone Power Supply - 8 (16) AA batteries Possibility of connecting an external power supply is as follows: connection - through the front panel using the mini plug Case - type Underwater Kinetics 309, ABS, shockproof Control panel - ABS	1

4. Additional requirements:

1) Delivery of equipment/goods should be accompanied by manufacturer's warranty certificates. All necessary technical documentation must be provided by the supplier on the day of delivery. The warranty period for all equipment must be not less than 12 months.
2) All equipment must have official warranty service in Ukraine.

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3) Delivery must be carried out during 90 days from the contract signing date.

5. Experience and Qualification Requirements

a) Officially registered company (for Ukrainian companies – company should be registered in the territory controlled by the government of Ukraine).
b) At least 3 years of experience in the field of supply of similar products;
c Minimum annual turnover for any 2 years within 2016 to 2019: USD 100,000 (or equivalent);
d) At least 2 positive references from previous clients

6. Price offer and payment schedule

- The contract value must remain fixed for the duration of the contract.
- Applicants must include all costs associated with the work in their price quotation (such as the supply of all materials and equipment, transportation costs, staff salaries, office expenses, etc.).
- Payments should be arranged as follows:

- 100% of the cost of the products will be paid upon receipt and verification by the UNDP representative and by signing of the bilateral Transfer and Acceptance Act.

Bidders must submit their price offers in the following format:

No	Product name and specification requirements	Quantity of units (pcs / pair)	Unit price, without VAT, currency	Total price, without VAT, currency
1	**The underwater lantern**	16		
2	**Underwater metal detector**	8		
3	**Dry type diving suit (16 sets)**			
	Size **ML**	7		
	Size **L**	5		
	Size **XL**	3		
	Size **XXXL**	1		
4	**Insulation for dry type diving suit (16 pcs.)**			
	Size M	7		
	Size L	5		
	Size XL	3		
	Size XXL	1		
5	**Wetsuit wet type 5 mm. (15 pcs.)**			
	Size **ML**	7		
	Size **L**	5		
	Size **XL**	2		
	Size **XXXL**	1		
6	**Wetsuit wet type 9 mm. (19 pcs.)**			
	Size M	1		
	Size ML	5		
	Size L	8		
	Size XL	4		
	Size XXL	1		

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7	**Boots neoprene 5 mm (15 pairs)**			
	Size M	3		
	Size L	6		
	Size XL	4		
	Size XXL	2		
8	**Gloves neoprene 5 mm (15 pairs)**			
	Size M	2		
	Size L	9		
	Size XL	2		
	Size XXL	2		
9	**Gloves neoprene 7 mm (19 pairs)**			
	Size M	2		
	Size L	9		
	Size XL	6		
	Size XXL	2		
10	**Helmet underwate neoprene 3 mm (19 pcs)**			
	Size M	5		
	Size L	9		
	Size XL	3		
	Size XXL	2		
11	**Pulmonary regulator set**	14		
12	**Three-tool console**	14		
13	**Set of swimmer No. 1 (foot fins, mask, tube)**	16		
14	**Diving knife**	17		
15	Light diving belt loads kit	16		
16	**High pressure balloon set with valve, cylinder boot, safety net and transport handle**	16		
17	**Buoys (diving signals) to indicate a working diver**	9		
18	**Buoys for marking explosive objects**	16		
19	**Rope (Signal End)**	3		
20	**Rope (Signal End) (3 pcs)**			
	Coil of rope 250 m d 10-12 mm	1		
	Coil of rope 300 m d 10-12 mm	2		
21	**Rope (Signal End) (3 pcs)**			
	Coil of rope 250 m d 30-35 mm	1		
	Coil of rope 100 m d 30-35 mm	2		
22	**Buoyancy compensator**	14		

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23	**High pressure compressor for filling breathing apparatus**	1		
24	**Booms, running meter**	600		
25	**Coil for mobile movement and storage of vouchers up to 200 MP**	3		
26	**Oil resistant suits (**4 pcs)			
	Size XL	2		
	Size L	2		
	- Protective boots **(**4 pairs)			
	Size 40	2		
	Size 42	2		
	- Protective gloves:	4		
27	**8th spun polypropylene rope**	1		
28	**Binoculars**	4		
29	**Full face mask**	5		
30	**Wireless transceiver for underwater communication**	5		
31	**Surface Acoustic Communication Station**	1		
32	**Cost of delivery**			
			Total, without VAT, currency	

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Section 4: Bid Submission Form[1]

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

[insert: *Location, Date*]

To: [*insert: Name and Address of UNDP focal point]*

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 177-2020-UNDP-UKR-ITB-RPP*] in accordance with your Invitation to Bid dated_____ 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 *90 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 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: _____

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

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Contact Details : _____

_____

[please mark 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[2]

Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: *[insert number of bidding process]*

Page _____ of_____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*		
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*		
3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]*		
4. Year of Registration in its Location: *[insert Bidder's year of registration]*		
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: *[insert Bidder's legal address in country of registration]*		
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 Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		
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.		

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

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Joint Venture Partner Information Form (if Registered)[3]

Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: *[insert number of bidding process]*

1. Bidder's Legal Name: *[insert Bidder's legal name]*		
2. JV's Party legal name: *[insert JV's Party legal name]*		
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*		
4. Year of Registration: *[insert Party's year of registration]*		
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: *[insert Party's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*		
14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ All eligibility document requirements listed in the Data Sheet ☐ Articles of Incorporation or Registration of firm named in 2. ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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

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Section 6: Technical Bid Form[4]

177-2020-UNDP-UKR-ITB-RPP

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. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last three (3) years which are related or relevant to those required for this Contract.

№	Project Name	Customer Name and Contact	Description of works	Contract Amount (USD)	Actual Completion Date
1					
2					
3					

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.

[4] *Technical Bids not submitted in this format may be rejected.*

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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.

#	Good	Technical Specifications	compliance to requirements (Yes/No)	Brand, model, characteristics
1.	**The underwater lantern**	Specification: Material: aviation aluminum Dimensions, max, mm - 222 x 42 x 26.5 Brightness, not less than, lm - 800-1000 Power source - 18650 battery Battery type - Li-ion Number of batteries - 2 Battery capacity, not less than mAh / h - 3200 Time of continuous work, not less, an hour - 4-5 Modes - 3 modes of I-enormity		
2.	**Underwater metal detector**	Specification: Purpose - underwater, beach search Frequency - multifrequency Search programs – not less than 2 Soil balancing - automatic Threshold adjustment - manual Pinpoint - yes Headphone jack – yes Power supply - NiMH 1000 battery Charger- yes Headphones - yes, waterproof Depth of immersion, m - not less than 60 Search depth, cm - from 28 to 85 Mode of elimination of influence of salt - yes		
3.	**Dry type diving suit**	Type - dry Kind- long coverall Cut - mono - suit Category - male		

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		Arm - long Leg- long Helmet included Insulation - absent Inner cover -HB 172 nylon Material - trilaminate Cover - HB 172 nylon Amplifier Placements - knees, buttocks Presence of anatomical elbows, knees - yes Locations of waterproof insulation - neck, wrist		
4.	**Insulation for dry type diving suit**	Type: coverall for dry type diving suit; Category - male; Material: 60% nylon - 40% polyester , insulation - 3M Thinsulate		
5.	**Wetsuit wet type 5 mm**	Type - wet Kind- mono - suit Cut - anatomical Category - male Arm - long Leg - long Helmet included Inner cover -nylon Material - neoprene type L Cover - polyester Material thickness, not less than mm - 5.5 Amplifier Placements - knees, elbows Presence of anatomical elbows, knees – yes Locations of waterproof insulation - wrist, ankle		
6.	**Wetsuit wet type 9 mm**	Type - wet Kind - mono - suit Cut- anatomical Category- male Arm - long Leg - long Helmet included Insulation –jacket with helmet Inner cover- nylon Material - neoprene type L Cover - polyester		

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		Material thickness, not less than mm - 9 Amplifier Placements - knees, elbows Presence of anatomical elbows, knees – yes Locations of waterproof insulation - neck, wrist, ankle		
7.	**Boots neoprene 5 mm**	Type - wet Type - sock Cut- anatomical Category - male Inner cover- nylon Material - neoprene type L Sole cover - neoprene Thickness of the material is not less than mm- 5		
8.	**Gloves neoprene 5 mm**	Type - wet Kind - five-fingered Cut -anatomical Category- male Inner cover - nylon Material - neoprene Palms cover - kevlar Thickness of the material is not less than mm- 5		
9.	**Gloves neoprene 7 mm**	Type - wet View - three-fingered Cut - anatomical Category- male Inner cover - open pore Material - neoprene Palms cover: durotex The thickness of the material is not less than mm- 7		
10.	**Helmet underwater neoprene 3 mm**	Type - wet Kind - inner helmet Cut - anatomical Category - male Material - neoprene Inner cover - Smoothskin Outer cover - nylon Thickness of the material is not less than mm-3		
11.	**Pulmonary regulator set (**(reduction gear of the first stage, pulmonary machine of the	For cold water - yes Number of ports - 2 + 4 Connection type - Din Housing material – A.B.S. plastic Cover - polyurethane		

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	second stage and extra second stage**)**	The maximum working pressure, not less, bar - 300.		
12.	**Three-tool console** (Depth gauge, pressure gauge, compass))	Number of devices - 3 Working pressure - 300 bar		
13.	**Set of swimmer No. 1 (foot fins, mask, tube)**	Size - 45 cm (L / XL) Kind - foot fins Type - with open heel Material - Forflex / thermoplastic rubber Overall length, cm - 70 Shutter material - silicone Tube with valve - Air Dry , Mouthpiece - anatomical Combo-Bite Foot fins AquaLung Seak PRO polsion or equivalent		
14.	**Diving knife**	Blade material - stainless steel Handle - plastic Blade sharpening - two-sided Sheath material - plastic Surface - matte Type - with fixed blade		
15.	**Light diving belt loads kit (belt with metal buckle**	Belt with metal buckle Loader : weight - 2 kg. for one belt , 8 units Material – lead (plumbum) in rubber coating Belt- nylon Buckle - steel, quick-release		
16.	**High pressure balloon set with valve, cylinder boot, safety net and transport handle**	Thread for valve - M25 x 2 ISO; Material - steel balloon Colour - yellow Volume, l- 15 Outlet - 1		
17.	**Buoys (diving signals) to indicate a working diver**	Type - inflatable marker buoy with built-in flag Colour - a bright orange colour		
18.	**Buoys for marking explosive objects**	(Marker line to indicate explosive objects) Colour - orange		
19.	**Rope (Signal End)**	Type - static cord Material - polyamide Bursting load, not less, kg - 2500		

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		Coil of rope 200 m d 5-7 mm		
20.	**Rope (Signal End)**	Type - Static cord Material- polyamide Weave - 40 strands Burst load, kg - 4500 Coil of rope 250 m d 10-12 mm Coil of rope 300 m d 10-12 mm		
21.	**Rope (Signal End)**	Bursting load, kg - 10 000 Type - Static cord Material - polyamide Coil of rope 250 m d 30-35 mm Coil of rope 100 m d 30-35 mm		
22.	**Buoyancy compensator**	Sizes: L Outer material -1000D nylon Inner material - nylon 420		
23.	**High pressure compressor for filling breathing apparatus**	Type: portable Type of engine - variable, 230 Volts Engine power, W - 2200 Productivity, l / min - 100 Working pressure, atm - 300 The filtration system is P11 Weight, kg – 44 +/-10 %		
24.	**Booms:** Continuous buoyancy booms with a flat float chambe	Type of float - cylindrical block Overall height, mm – 550 +/-10 % Freeboard, mm – 250 +/-10 % Skirt, mm – 300 +/-10 % Section length, m- 10 +/-10 % Section weight, not more than, kg – 30 +/-10 % Fabric - PVC fabric with high resistance to corrosive media (petroleum products) and exposure to the environment		
25.	**Coil for mobile movement and storage of vouchers up to 200 MP**	Length – 5500 +/-10 % Width – 2200 +/-10 % Height – 2250 +/-10 % The diameter is 2200 Frequency of rotation, rpm - 7		

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		The drive is electric Possibility of moving and reloading - is equipped with rubber wheels Material - painted with anti-corrosion paint resistant to the marine environment		
26.	**Oil resistant suit:** protective chemical suit	Protection category- III Type of protection - SV, 4, 5, 6. Material- TYCHEM F		
	Protective boots	Type - EUROFORT S5 Material - PVC with nitrile Protection class - S5 Height, not less than, cm- 39		
	Protective gloves	Type Р3-2У Material neoprene The inner surface is natural latex with a cotton pile		
27.	**8th spun polypropylene rope**	Coil: length, mm – 220000 +/-10 % Diameter, mm- 56 Weight, kg- 312 +/-10 % The length of the circumference of the rope, inches - 7 Number of strands , pcs - 8		
28.	**Binoculars**	Zoom - 8 x Zoom type - fixed Lens diameter - 30 mm Focusing- individual Focusing range - 5 m Field of view at 1000m - 141m Degree of protection - waterproof, gas filling , shock resistance Intended use- marine		
29.	Full face mask (GUARDIAN BK / BK, ABV-1) **(alternatives not concidered)**	Possibility to use with transceiver OTS-BUD-D2 -yes Possibility of mounting the transceiver - yes Air supply valve type ABV-1 - yes One-way valve to prevent the accumulation of CO2 in the submask space - yes 2-speed quick-release regulator-yes		

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		Low pressure hose -yes Low pressure hose mounting - right Obturation - double Profile - low Special set for pressure equalization (purging) - yes System of easily adjustable fastenings (belts, fasteners) - yes Key to install the communication system -yes Special bag for storage and transport - yes.		
30.	**Wireless transceiver for underwater communication (***OTS-BUD-D2 transceiver for GUARDIAN with microphone***) <u>(alternatives not concidered)</u>**	Can be used with full face mask GUARDIAN BK/BK, ABV-1 - yes Possibility of using hydro-acoustic communication with two-channel surface station SP-100-D2 or equivalent (wireless two-way underwater communication system) - yes Radius of action, m - 50-500 Transceiver - piezoelectric Headphone - ceramic with depth compensation Microphone - ceramic HotMic Frequency range of the transmitter of the speech signal, Hz - 300-3500 Switching to transmission mode - automatic from voice (VOX) or manual using tangents Power supply - accumulator Working depth, m - up to 40.		
31.	**Surface Acoustic Communication Station (SP-100-D2 (Wireless Two-Way Underwater Communication System) <u>(alternatives not concidered)</u>**	Can be used with OTS-BUD-D2 transceiver - yes Radius of action, m - 50-500 Piezoelectric transceiver: - location - at the end of the cable, at least 10 m long, with antenna converter; -modulation - single-band - frequency range of the transmitter of the speech		

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		signal, Hz - 300-3500 Digital signal processing -yes Noise canceling mode - adjustable from the front panel; Microphone - portable with tangent, separate from headphones, two-wire, 500 Ohm resistance Ability to connect recording devices - yes Standalone Power Supply - 8 (16) AA batteries Possibility of connecting an external power supply is as follows: connection - through the front panel using the mini plug Case - type Underwater Kinetics 309, ABS, shockproof Control panel – ABS		

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. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 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.

Schedule:

№	Type of work	Duration	start date	completion date
1				
…				
N				

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that

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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.

2.8. 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.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

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Section 7: Price Schedule Form

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. Separate figures must be provided for each functional grouping or category, if any.

A. Cost Breakdown per Deliverable Items

No	Product name and specification requirements	Quantity of units (pcs / pair)	Unit price, without VAT, currency	Total price, without VAT, currency
1	**The underwater lantern**	16		
2	**Underwater metal detector**	8		
3	**Dry type diving suit (16 sets)**			
	Size **ML**	7		
	Size **L**	5		
	Size **XL**	3		
	Size **XXXL**	1		
4	**Insulation for dry type diving suit (16 pcs.)**			
	Size M	7		
	Size L	5		
	Size XL	3		
	Size XXL	1		
5	**Wetsuit wet type 5 mm. (15 pcs.)**			
	Size **ML**	7		
	Size **L**	5		
	Size **XL**	2		
	Size **XXXL**	1		
6	**Wetsuit wet type 9 mm. (19 pcs.)**			
	Size M	1		
	Size ML	5		
	Size L	8		
	Size XL	4		
	Size XXL	1		
7	**Boots neoprene 5 mm (15 pairs)**			
	Size M	3		
	Size L	6		
	Size XL	4		
	Size XXL	2		
8	**Gloves neoprene 5 mm (15 pairs)**			

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	Size M	2		
	Size L	9		
	Size XL	2		
	Size XXL	2		
9	**Gloves neoprene 7 mm (19 pairs)**			
	Size M	2		
	Size L	9		
	Size XL	6		
	Size XXL	2		
10	**Helmet underwate neoprene 3 mm (19 pcs)**			
	Size M	5		
	Size L	9		
	Size XL	3		
	Size XXL	2		
11	**Pulmonary regulator set**	14		
12	**Three-tool console**	14		
13	**Set of swimmer No. 1 (foot fins, mask, tube)**	16		
14	**Diving knife**	17		
15	Light diving belt loads kit	16		
16	**High pressure balloon set with valve, cylinder boot, safety net and transport handle**	16		
17	**Buoys (diving signals) to indicate a working diver**	9		
18	**Buoys for marking explosive objects**	16		
19	**Rope (Signal End)**	3		
20	**Rope (Signal End) (3 pcs)**			
	Coil of rope 250 m d 10-12 mm	1		
	Coil of rope 300 m d 10-12 mm	2		
21	**Rope (Signal End) (3 pcs)**			
	Coil of rope 250 m d 30-35 mm	1		
	Coil of rope 100 m d 30-35 mm	2		
22	**Buoyancy compensator**	14		
23	**High pressure compressor for filling breathing apparatus**	1		
24	**Booms**, running meter	600		
25	**Coil for mobile movement and storage of vouchers up to 200 MP**	3		
26	**Oil resistant suits (**4 pcs)			
	Size XL	2		

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	Size L	2		
	- Protective boots **(**4 pairs)			
	Size 40	2		
	Size 42	2		
	- Protective gloves:	4		
27	**8th spun polypropylene rope**	1		
28	**Binoculars**	4		
29	**Full face mask**	5		
30	**Wireless transceiver for underwater communication**	5		
31	**Surface Acoustic Communication Station**	1		
32	**Cost of delivery**			
			Total, without VAT, currency	

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Section 9

Model Contract

Empowered lives. Resilient nations. **Договір на надання Товарів та/або Послуг між Програмою розвитку Організації Об'єднаних Націй та _____**	*Empowered lives. Resilient nations.* **Contract for Goods and/or Services Between the United Nations Development Programme and _____**
1. Країна, у якій будуть постачатись Товари та/або надаватись Послуги: Україна	1. **Country Where Goods Will be Delivered and/or Services Will be Provided**:Ukraine
2. **ПРООН** [ ] Запит цін [X] Запит пропозиції [ ] Запрошення на участь у конкурсі [ ] укладення прямих договорів Номер та дата:	2. **UNDP** [ ] Request for Quotation [X] Request for Proposal [ ] Invitation to Bid [ ] direct contracting Number and Date:
3. **Посилання на номер договору (напр., номер присудження договору):**	3. **Contract Reference (e.g. Contract Award Number)**:
4. **Довгострокова угода**: Ні	4. **Long Term Agreement**: No
5. **Предмет Договору**: [ ] товари [X] послуги [ ] товари *та* послуги	5. **Subject Matter of the Contract**: [ ] goods [X] services [ ] goods *and* services
6. **Тип Послуг:**	6. **Type of Services:**
7. **Дата початку Договору**: / 8. **Дата завершення Договору**:	7. **Contract Starting Date**: / 8. **Contract Ending Date**:
9. **Загальна сума Договору**: 9a. **Передплата**: Не застосовується	9. **Total Contract Amount**: 9a. **Advance Payment**: Not applicable
10. **Загальна вартість Товарів та/або Послуг:** [ ] **менше 50 000 дол. США (лише Послуги)** – застосовуються Загальні умови ПРООН для базових (незначних) договорів [ ] **менше 50 000 дол. США (Товари *або* Товари та Послуги)** – застосовуються Загальні умови ПРООН для договорів [ ] **50 000 дол. США або більше (Товари *та/або* Послуги)** – застосовуються Загальні умови ПРООН для договорів	10. **Total Value of Goods and/or Services**: [ ] **below US$50,000 (Services only)** – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [ ] **below US$50,000 (Goods *or* Goods and Services)** – UNDP General Terms and Conditions for Contracts apply [ ] **equal to or above US$50,000 (Goods *and/or* Services)** – UNDP General Terms and Conditions for Contracts apply
11. **Метод оплати:** [X] тверда (фіксована) ціна [ ] відшкодування витрат	11. **Payment Method:** [X] fixed price [ ] cost reimbursement
12. **Назва(Ім'я) Підрядника**:	12. **Contractor's Name**:
13. **Ім'я контактної особи Підрядника**: Посада: керівник	13. **Contractor's Contact Person's Name**: Title

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Адреса: Номер телефону: Факс: Email:	Address: Telephone number: Fax: Email:
14. Ім'я контактної особи ПРООН: Посада: Адреса: Тел.: Email:	14. **UNDP Contact Person's Name**: Title: Address: Telephone number Email:
15. **Банківський рахунок Підрядника, на який будуть перераховуватись платежі:** Отримувач: Назва рахунку: Номер рахунку: Назва банку: МФО ЄДРПОУ	15. **Contractor's Bank Account to which payments will be transferred**: Beneficiary: Account name: Account number: Bank name: Bank address: MFO EDRPOU
Даний Договір складається з наступних документів, які, у разі виникнення конфлікту між ними, мають перевагу один перед одним у наступному порядку: 1. Дана лицьова сторінка («Лицьова сторінка»). 2. Загальні умови ПРООН для договорів – Додаток 1 3. Технічне завдання (ТЗ) - Додаток 2 4. Графік надання послуг, що включають опис послуг, результати надання товарів та/або послуг, планові показники, терміни, графік здійснення платежів, та загальну суму договору – Додаток 3. 5. Технічна та Фінансова пропозиції Підрядника від _____; причому ці документи не додаються, але відомі Сторонам і знаходяться у їх розпорядженні, і є невід'ємною частиною цього Договору. 6. Реалізація даного Контракту відбувається в рамках виконання проекту міжнародної технічної допомоги між Урядом України та відповідними Донорами та Виконавцем та, згідно з умовами пункту 197.11 Податкового Кодексу України, операції звільнені від ПДВ. Все вищезазначене, включене до цього документу за допомогою посилання, містить увесь обсяг домовленостей («Договір») між Сторонами, при цьому усі інші переговори та/або угоди, незалежно від того, виконані вони в усній або ж у письмовій формі, що відносяться до предмету даного Договору,	This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order: 1. This face sheet ("Face Sheet"). 2. UNDP General Terms and Conditions for Contracts – Annex 1 3. Terms of Reference (TOR) – Annex 2 4. Schedule of Services provision, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount – Annex 3 5. The Contractor's Technical Proposal and Financial Proposal, dated _____; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract. 6. This Contract implementation is conducted within the framework of the of international technical assistance project between the Government of Ukraine and the relevant Donors and the Executor and is concluded without VAT, in accordance with paragraph 197.11 of the Tax Code of Ukraine. All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other

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втрачають силу. Даний Договір вступає в силу з дня проставлення належним чином уповноваженими представниками Сторін останнього підпису на Лицьовій сторінці і припиняє свою дію в Дату завершення Договору, яка зазначена на Лицьовій сторінці. Внесення змін та/або доповнень до даного Договору можливе лише у разі оформлення належним чином уповноваженими представниками Сторін письмової угоди. **НА ПОСВІДЧЕННЯ ЧОГО,** нижчепідписані, належним чином уповноважені на це представники Сторін, підписали цю Угоду від імені Сторін у місці та в день, що вказані нижче	negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract. This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties. **IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

Від імені Підрядника / For the Contractor		**Від імені ПРООН / For UNDP**	
Підпис / Signature:		Підпис / Signature:	
Ім'я / Name:		Ім'я / Name:	
Посада / Title:		Посада / Title:	
Дата / Date:		Дата / Date:	