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INVITATION TO BID

Purchase of a tourist river vessel for Augustow canal

ITB No.: BLR/099/2020

Project: Support to Entrepreneurship Development in the Tourism Industry
at the Local Level in the Republic of Belarus

Country: Republic of Belarus

Issued on: 16 March 2020

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Section 1. Letter of Invitation

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

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
 - Form A: Bid Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Bid
 - Form F: Price Schedule

Please note that this procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system. Visit this page for system user guides and videos in different languages:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

If already registered, go to <https://etendering.partneragencies.org> and sign in using your username and password.

Use “Forgotten password” link if you do not remember your password. Do not create a new profile.

If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):

<https://etendering.partneragencies.org>

•Username: event.guest

•Password: why2change

You can view and download tender documents with the guest account as per the above username and password. However, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.

The present ITB document is published under BLR10, event ID 0000005598.

Please utilize the “Accept Invitation” function in eTendering system to express your interest and intention to participate in this tender. 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.

Section 2. Instruction to Bidders

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

	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, Contractors and/or their employees meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	4.1	<p>Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	4.2	In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
	4.3	<p>Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p>
	4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION OF BIDS		
5. General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6. Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of

	the procurement process.
7. Language	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. 10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB. 11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid. 12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected. 12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must

	<p>be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and

	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Bid	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no</p>

	<p>obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid".</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
C. SUBMISSION AND OPENING OF BIDS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP Contract General Terms and Conditions.</p>

Hard copy (manual) submission	Not allowed for this tender. Please use eTendering Platform.
ETendering submissions	<p>22.4 Electronic submission via eTendering platform, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. <p>22.5 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.3</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication</p>

	<p>of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary.</p>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at</p>

	<p>determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 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.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 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.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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

	<p>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;</p> <p>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</p> <p>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.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering

	the contract effective.
42. Bank Guarantee for Advanced Payment	<p>42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at</p> <p>https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
43. Liquidated Damages	<p>43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	<input checked="" type="checkbox"/> English It is also allowed to provide supporting documentation (catalogues, technical descriptions, brochures and Annex B – Form for submission of Technical Proposal) in Russian
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be conducted Conference Skype call will be organized by UNDP Time: 11:00 hours local (Minsk) time (UTC + 3) Date : 20 March, 2020 Venue : UNDP Office in Belarus, 6th Floor, 17, Kirova Str., Minsk, 220050, Republic of Belarus. The UNDP focal point for the arrangement is: Iryna Dubouskaya, Procurement Specialist E-mail: iryna.dubouskaya@undp.org <u>Please confirm your participation one day before the Pre-bid conference date by 16:00 hours local (Minsk) time (UTC + 3) by sending e-mail to the address iryna.dubouskaya@undp.org and communicating your Skype name</u>
5	16	Bid Validity Period	90 days
6	12	Bid Security	Not Required
7	42	Advanced Payment upon signing	Allowed up to a maximum of 20% of contract value

		of contract	<p>In case advance payment requested by the Bid Winner exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at:</p> <p>https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.1%</p> <p>Max. number of days of delay: 60 calendar days, after which UNDP may terminate the contract</p>
9	41	Performance Security	Not Required
10	13	Currency of Bid	<p>United States Dollar (USD) Euro (EUR)</p> <p>UNDP preferred currency is United States Dollar.</p> <p>Where Bids are quoted in EUR, for the purposes of comparison of all Bids UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids.</p> <p>The contract will be signed and the payment will be made in the currency of submitted Bid.</p>
11	18	Deadline for submitting requests for clarifications/ questions	<p>5 days before the submission deadline</p> <p>UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary</p>
12	18	Contact Details for submitting clarifications/questions	<p><u>Focal Person in UNDP for submitting clarifications/questions:</u> Iryna Dubouskaya, Procurement Specialist <u>Address:</u> UNDP in Belarus, Kirova str., 17, 6th floor, Minsk, Republic of Belarus <u>E-mail address:</u> iryna.dubouskaya@undp.org</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Posted directly to eTendering platform. All Bidders that will click "Accept invitation" button will be automatically notified by the system on any supplemental information and/or clarifications added.</p>

14	23	Deadline for Submission	For eTendering submission – as indicated in eTendering platform system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering submission only Courier/Hand Delivery and submission by e-mail is not allowed
15	22	Bid Submission Address	https://etendering.partneragencies.org To search for this event please use the following details: Business Unit: BLR10 and Event ID: 0000005598
16	22	Electronic submission via eTendering requirements	<ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from English alphabet/keyboard. All files must be free of viruses and not corrupted. If you are uploading a large number of files (ex.15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded should not exceed 50 MB.
17	25	Date, time and venue for the opening of bid	This is e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid
19		Expected date for commencement of Contract	<i>April 30, 2020</i>
20		Maximum expected duration of contract	7 months
21	35	UNDP will award the contract to:	One Proposer Only
22	40	Type of Contract	Contract for Goods and/or Services to UNDP : http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html (in English) http://www.by.undp.org/content/belarus/ru/home/operations/procurement.html (in Russian)
23	40	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

			http://www.by.undp.org/content/belarus/ru/home/operations/procurement.html (in Russian)
24		Other Information Related to the ITB	The bid submission is possible only via eTendering system

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB Clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
QUALIFICATION		
Certificates and Licences	<ul style="list-style-type: none">▪ Duly authorized to act as an Agent on behalf of the Manufacturer, or Power of Attorney, if the bidder is not a manufacturer;▪ Official appointment as a local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;▪ 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	Form B: Bidder Information Form
History of Non-Performing	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

Contracts¹		
Litigation History	No consistent history of court / arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience in supply of river or maritime vessels	Form D: Qualification Form
	<p>Minimum 3 contracts for the supply of river or maritime vessels for 12 and more passengers. If the Proposer is not a manufacturer of the proposed vessel, additionally the information about manufacturer experience should be demonstrated – experience in producing at least 3 river or maritime vessels for 12 and more passengers.</p> <p>Availability of statements of satisfactory performance of similar contracts from at least 3 (three) Clients</p> <p>Satisfactory results of inquiry and reference check with other previous clients on the quality of performance of ongoing or previous contracts completed.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Financial Standing	<p>Minimum average <u>annual</u> turnover of USD 500,000 for the last 3 years (2017, 2018 and 2019).</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p>Current liquidity ratio should be not less than 1.0.</p> <p>If liquidity ratio is less than 1.0, UNDP will verify financial stability / strength of the Bidder and has the authority to seek references from concerned parties and banks on the Bidder's financial standing. UNDP shall have the right to reject any bid submitted by a Bidder proved to be not financially stable as a result of the verification of the Bidder's financial stability / strength.</p> <p>All parties for JV/Consortium/Association should meet the above requirement)</p>	Form D: Qualification Form

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

Detailed Technical and Financial Evaluation

TECHNICAL EVALUATION		
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications and related services and requirements identified in the bid document.	Form E: Technical Bid Form
FINANCIAL EVALUATION		
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5a and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable). Comparison with budget / internal estimates.	Form F: Price Schedule Form

Section 5a: Schedule of Requirements and Technical Specifications

Purchase of a tourist' river ship

SCHEDULE OF REQUIREMENTS

Please find attached Annex A (separate file) – SPECIFICATIONS FOR SUPPLY OF A TOURIST RIVER VESSEL FOR THE AUGUSTOW CANAL

Section 5b: Other Related Requirements

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

Delivery term <i>(Pls. link this to price schedule)</i>	DAP [INCOTERMS 2010]
Exact address of delivery location/End-users	Republic of Belarus, Grodno region, Grodno district, Sapozhkinski rural council, Augustow canal, Dombrovka shipping lock near the village Tartak/End User - Grodnomeliiovodhoz
Mode of transport preferred	Land or River
Customs clearing, if required, shall be done by:	UNDP
Place for Acceptance of River Vessel / Pre-shipment inspection	<p>The place for acceptance of river vessel shall be the aquatic area of the vessel Manufacturer, where trial tests should be conducted in the presence of the UNDP and End User. The Contractor should send one month notice to UNDP informing about dates of trial tests and send the Programme of Trial tests.</p> <p>Upon the acceptance the River Vessel Acceptance Certificate will be signed. UNDP shall have the right at its own cost to conduct inspection of the river vessel in the manufacturer's works or prior to the vessel shipment. Should the vessel fail to meet the contract specifications the Contractor shall take immediate steps to remedy the deficiency, rectify any defect and replace any defective part or replace the defective parts at its own cost.</p>
Year of manufacture	Year of manufacture: 2020 - proposed river vessel shall be brand new, not being used or repaired, refurbished or rehabilitated.
Training on operation and maintenance of river vessel at Manufacturer's shipyard	The Contractor shall provide conditions for practical training of the End-user's staff on river vessel operation and maintenance, during the vessel trial tests, at the Manufacturer shipyard according to the Contractor's standard program. The interpreter services (if necessary) will be provided by UNDP. The travel costs and per diems for the End User staff will be covered by the UNDP

<p>Delivery to Dombrovka shipping lock at Augustow canal</p>	<p>The delivery can be made by Augustow canal or by road transport.</p> <p>If the delivery is made via Augustow canal, the Contractor shall provide the river vessel passage till Dombrovka shipping lock, including but not limited to the crew, bunkering, piloting and locking.</p> <p>During the river vessel sediment at the Manufacturer's site and during the river vessel transportation/road transportation till Dombrovka shipping lock the Contractor bears all the responsibility for the vessel technical conditions. In case of the river vessel damage during above period, the Contractor is obliged to rectify any defects at its own cost and expense.</p>
<p>Inspection upon delivery</p>	<p>Following the delivery, the river vessel will be inspected and tested by UNDP and the End User to check whether it is operational, conform to the specifications and meet the performance requirements.</p> <p>The Contractor shall dispatch experienced staff to the river vessel delivery site at the Contractor's expense to perform the following tasks:</p> <ul style="list-style-type: none"> -To participate in the field-test of the river vessel for proper operation, efficiency and capacity; -To perform necessary field adjustments if necessary until the river vessel operation is satisfactory to UNDP. <p>UNDP will sign the Services Acceptance certificate following demonstrated satisfactory and reliable operation of the river vessel.</p> <p>Should the river vessel fail to meet the contract specifications, have defects or damages, the Contractor shall take immediate steps to remedy the deficiency, rectify any defect and replace any defective part or replace the defective Goods as a whole at its own cost.</p>
<p>Warranty requirements</p>	<p>The Contractor's warranty for the vessel, its components and mechanisms should cover at least 24 months for the hull and at least 12 months for the equipment.</p> <p>The Contractor or authorized local representative of the Contractor shall provide warranty servicing at the Contractor's cost and shall cover labor, materials and parts. All warranty requirements as specified in UNDP General Terms and Conditions for Contracts shall apply.</p> <p>The Contractor shall ensure warranty repairs, restoration of normal functioning of the river vessel and related equipment and replacement of faulty parts at the request of UNDP or the End-user within 14 calendar days upon receipt of such request.</p> <p>If and when required the Contractor's / authorized local representative of the Contractor qualified staff shall be send to the place of river vessel operation for the rectification of defects at the Contractor's cost.</p> <p>The Contractor guarantees that during the warranty period transportation of river vessel as well as its parts and units from</p>

	the place of the river vessel operation to the service center of the Contractor / authorized local representative of the Contractor and back to the place of operation in order to perform warranty repairs, if required, shall be done at the Contractor's cost
Spare parts requirements	SPTA (spare parts and accessories) for the river vessel and equipment installed at the river vessel should be included in the scope of supply: - needed for the proper river vessel operation under the good Seamanship practice - spare parts for the electrical and power equipment included in the standard set of supply by the manufacturers of equipment
Technical support and service requirements	The Contractor or authorized local representative of the Contractor shall provide after-sales servicing of the river vessel for a minimum period of 2 years from the date of the river vessel acceptance by UNDP including product support service (in normal business hours), which include provision of responses to all questions regarding operation of the Goods, recommendations for operation, classification of problems and formulation of recommendations online, by phone or other means of communication. The periodic maintenance if needed and requested by the End User will be provided under the separate service agreement to be signed between the Contractor and the End-user of the river vessel.
Payment terms and Conditions for release of payment	Advance payment allowed up to a maximum of 20% of contract value. In case advance payment requested by the Bid Winner exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment. Further payment schedule will be agreed with a Contractor and included in a Contract: <ul style="list-style-type: none"> • up to 60% payment is possible upon trial tests successfully conducted and written acceptance (signature of River vessel Acceptance certificate) and provision of training on operation and maintenance to the End User • not less than 20% upon delivery at the destination and field tests successfully conducted (signature of Services Acceptance Act and provision to the End User of the river vessel certificate issued by the Ship Register at the manufacturer country).
All documentations, including catalogues, instructions and operating manuals, shall be in this language	Russian or English

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form, if necessary	<input type="checkbox"/>
▪ Form D: Eligibility and Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid, including general view drawing and requested estimates	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
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FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	BLR/099/2020		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. BLR/099/2020 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

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

Please attach the following documents:

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured;
- Certificate of Incorporation/ Business Registration;
- 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;
- Export/import licenses, if required;
- If available, environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if any;
- Certification or authorization to act as an Agent on behalf of the Manufacturer, or Power of Attorney (if Bidder is not a Manufacturer);
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;
- Document authorizing signatory of the bid to commit the Bidder (document evidencing such authorization issued by the legal representative of the bidding entity or Power of Attorney or relevant extract of Bidder's Charter);
- Statements of Satisfactory Performance from the Top 3 (three) Clients or more;
- Copies of Balance Sheets and/or Income Statements for 2017,2018 and 2019.

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	BLR/099/2020		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture
 OR
☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM D: ELIGIBILITY AND QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	BLR/099/2020		

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

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience¹

Please list only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP. UNDP may perform enquiry and reference check with other previous clients on the quality of performance of ongoing or completed contracts. Non-satisfactory results of such inquiry and check may result in the rejection of bid.

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

¹Minimum 3 contracts for the supply of river or maritime vessels for 12 and more passengers are required. If the Proposer is not a manufacturer of the proposed vessel, additionally the information about manufacturer experience should be demonstrated – experience in producing at least 3 river or maritime vessels for 12 and more passengers.

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

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

Financial Standing

Annual Turnover for the last 3 years (2017, 2018, 2019)	Year 2017	USD
	Year 2018	USD
	Year 2019	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	2017	2018	2019
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

FORM E: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	<input style="width: 90%;" type="text" value="Select date"/>
ITB reference:	[Insert ITB Reference Number]		

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

! Please also fill in Annex B - Form of Technical Proposal attached as a separate file

Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with services and requirements		Details or comments on the related services and requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
Delivery Terms (Incoterms 2010): DAP Dombrovka shipping lock, Augustow Canal, Grodno region, Grodno, Belarus			
Delivery period: Not more than 7 months from the contract signature			<i>Please indicate offered delivery time</i>
Place for vessel acceptance: The place for acceptance of river vessel shall be the aquatic area of the vessel Manufacturer, where trial tests should be conducted in the presence of the UNDP and End User. The Contractor should send one month notice to the UNDP informing about dates of trial tests and send the Programme of Trial tests. Upon the acceptance of river vessel the River Vessel Acceptance Certificate will be signed. /UNDP shall have the right at its own cost to conduct inspection of the river vessel in the manufacturer's works or prior to the vessel shipment. Should the vessel fail to meet the contract specifications the Contractor shall take immediate steps to remedy the deficiency, rectify any defect and replace any defective part or replace the defective parts at its own cost.			<i>Please indicate intended place for vessel acceptance</i>
Year of manufacture: 2020 - proposed river vessel shall be brand new, not being used or repaired, refurbished or rehabilitated.			
Training for End User: The Contractor shall provide conditions for practical training of the End-user's staff on river vessel operation and maintenance, during the			<i>Please describe how training for end-users will be organized</i>

vessel trial tests, at the Manufacturer shipyard according to the Contractor's standard program. The interpreter services (if necessary) will be provided by UNDP. The travel costs and per diems for the End User staff will be covered by UNDP			
Delivery and inspection upon delivery: The delivery can be made by Augustow canal or by road transport. If the delivery is made via Augustow canal, the Contractor shall provide the river vessel passage till Dombrovka shipping lock, including but not limited to the crew, bunkering, piloting and locking. During the river vessel sediment at the Manufacturer's site and during the river vessel transportation/road transportation till Dombrovka shipping lock the Contractor bears all the responsibility for the vessel technical conditions. In case of the river vessel damage during above period, the Contractor is obliged to rectify any defects at its own cost and expense			Please indicate delivery mode (water or road transport)
Following the delivery, the river vessel will be inspected and tested by UNDP and the End User to check whether it is operational, conform to the specifications and meet the performance requirements. The Contractor shall dispatch experienced staff to the river vessel delivery site at the Contractor's expense to perform the following tasks: -To participate in the field-test the river vessel for proper operation, efficiency and capacity; -To perform necessary field adjustments if necessary until the river vessel operation is satisfactory to UNDP. UNDP will sign the Services Acceptance certificate following demonstrated satisfactory and reliable operation of the river vessel. Should the river vessel fail to meet the contract specifications, have defects or damages, the Contractor shall take immediate steps to remedy the deficiency, rectify any defect and replace any defective part or replace the defective Goods as a whole at its own cost			

<p>Warranty terms:</p> <p>The Contractor's warranty for the vessel, its components and mechanisms should cover at least 24 months for the hull and at least 12 months for the equipment.</p> <p>The Contractor or authorized local representative of the Contractor shall provide warranty servicing at the Contractor's cost and shall cover labor, materials and parts. All warranty requirements as specified in UNDP General Terms and Conditions for Contracts shall apply.</p> <p>The Contractor shall ensure warranty repairs, restoration of normal functioning of the river vessel and related equipment and replacement of faulty parts at the request of UNDP or the End-user within 14 calendar days upon receipt of such request. If and when required the Contractor's / authorized local representative of the Contractor qualified staff shall be send to the place of river vessel operation for the rectification of defects at the Contractor's cost.</p> <p>The Contractor guarantees that during the warranty period transportation of river vessel as well as its parts and units from the place of the river vessel operation to the service center of the Contractor / authorized local representative of the Contractor and back to the place of operation in order to perform warranty repairs, if required, shall be done at the Contractor's cost.</p>			<p><i>Please indicate offered warranty duration for the hull and for the equipment. Please indicate replacement time for faulty parts</i></p>
<p>SPTA (spare parts and accessories) for the river vessel and equipment installed at the river vessel should be included in the scope of supply:</p> <ul style="list-style-type: none"> - needed for the proper river vessel operation under the good Seamanship practice - spare parts for the electrical and power equipment included in the standard set of supply by the manufacturers of equipment 			
<p>Technical Support:</p> <p>The Contractor or authorized local representative of the Contractor shall provide after-sales servicing of the river vessel for a minimum period of 2 years from the date of the river vessel acceptance by UNDP including product support service (in normal business hours), which include provision of responses to all questions regarding operation of the Goods, recommendations for operation, classification of problems and formulation of recommendations online, by phone or other means of communication. The periodic maintenance if needed and requested by the End User will be provided under the separate service agreement</p>			<p><i>Please indicate the name and address of organization that will be responsible for after-sales servicing</i></p>

to be signed between the Contractor and the End-user of the river vessel.			
<p>Payment terms:</p> <p>Advance payment allowed up to a maximum of 20% of contract value.</p> <p>In case advance payment requested by the Bid Winner exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment.</p> <p>Further payment schedule will be agreed with a Contractor and included in a Contract:</p> <ul style="list-style-type: none"> • up to 60% payment is possible upon trial tests successfully conducted and written acceptance (signature of River vessel Acceptance certificate) and provision of training on operation and maintenance to the End User • not less than 20% upon delivery at the destination and field tests successfully conducted (signature of Services Acceptance Act and provision to the End User of the river vessel certificate issued by the Ship Register at the manufacturer country). 			<p><i>Please indicate desired payment schedule in line with UNDP provisions for advance payment</i></p>
All documentations, including catalogues, instructions and operating manuals, shall be in Russian or English			<p><i>Please indicate the language in which all documentation will be provided</i></p>

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM F: PRICE SCHEDULE FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	<input type="text" value="Select date"/>
ITB reference:	BLR/099/2020		

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

Currency of the Bid: _____

Price Schedule

Table 1 – Breakdown of the contract price between river vessel and related services

#	Description/Specification of Goods	Quantity, units	Unit Price (less VAT)	Total Price per Item (less VAT)	VAT__%, Amount <i>(please delete column if VAT is not applicable)</i>	Total price with VAT <i>(please delete column if VAT is not applicable)</i>
1	Tourist river vessel Model: _____ Country of origin: Manufacturer:	1 unit				
2	Trial tests and training of End User ²					
3	Issue of the certificate of the Ship Register in the country manufacturer of river vessel ²					
4	Transportation / delivery cost					
5	SUM TOTAL:					
	GRAND TOTAL (LESS VAT), currency (in figures and words) ² :					
-	GRAND TOTAL (WITH VAT), currency (in figures and words) ² : <i>(please delete line if VAT not applicable)</i>					

The price schedule of the Bidders, non-residents of the Republic of Belarus shall not include VAT. If VAT is included in the price schedule of the Bidders, residents of the Republic of Belarus, it shall be clearly indicated. The price quotations of the Bidders will be compared without VAT.

Note:

1. Transportation and delivery to the:
Dombrovka shipping lock, Augustow canal, Grodno district, Grodno, Republic of Belarus

2. All travel and accommodation expenses of the Contractor's staff performing site testing, training, field testing shall be born by the Contractor.

2. Breakdown of tourist river vessel cost

Please kindly provide the breakdown of tourist vessel costs, listing the major components like materials, equipment, labour, administrative costs.

The list of the equipment is indicative, please adopt it according to your vessel characteristics. Where possible, please insert materials' marks and equipment models

The total river vessel cost should be equal to the amount of the line 1 Table 1.

Table 2 – Breakdown of the tourist vessel cost into the components

#	Description/Specification of Goods ³	Quantity, units	Unit Price (less VAT)	Total Price per Item (less VAT)	VAT __%, Amount <i>(please delete column if VAT is not applicable)</i>	Total price with VAT <i>(please delete column if VAT is not applicable)</i>
	Hull material					
	Other materials					
	Windows					
	Generators					
	Seats for passengers					
	Seat for boatmaster					
	Sanitary room					
	Control panel					
	Bar counter with furniture					
	Fire detectors					
					
	Accumulators					
	Main engine(s) and engine control systems					
	Heating system					
	Anchor equipment					
	Video monitoring system					
	LED lightning					
	Navigation lights and search light					
	Fuel tank(s)					
	Clean water installation					
	Grey water installation					
	Automation (level indicators)					
	Moored cleats					
	Labour					
					
	Administrative costs					

	Total			
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The list of the equipment is indicative, please adopt it according to your vessel characteristics. Where possible, please insert materials' marks and equipment models

We hereby declare and confirm that the Goods offered hereinabove are brand new, not used (operated), and shall not be assembled from the restored or rehabilitated parts, units or items.

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____