

STATE PRODUCTION ASSOCIATION
OF THE ELECTRIC POWER INDUSTRY “BELENERGO”
VITEBSK REPUBLICAN UNITARY ENTERPRISE OF
ELECTRIC POWER "VITEBSKENERGO"

APPROVED BY
General director
RUE Vitebskenergo

_____ A.A.Ozerets

« ____ » _____ 2026

TENDER DOCUMENTATION

for the purpose of conducting a tender with limited participation for the purchase of a set of 4th-generation winter energy-saving greenhouses designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis.

Vitebsk
2026

The tender with limited participation is conducted in accordance with the resolution of the Council of Ministers of the Republic of Belarus dated April 7, 2026 № 168 «About the procedure for purchasing goods (works, services) using own funds» (hereinafter – RESOLUTION №168) and The procedure for organizing and conducting by RUE "Vitebskenergo" procedures for the procurement of goods (works, services) at its own expense", approved by the order of RUE "Vitebskenergo" dated July 6, 2026 №770 « About the procedure for purchasing goods (works, services) at the expense of RUE Vitebskenergo's own funds » (hereinafter – the Procedure, approved by Order No. 770).

1. The subject of the purchase

1.1 The name of the organizer of the open competition, its location, bank details, contact phone numbers, and email address.

1.1.1 The organizer of the open competition with limited participation for the purchase of a set of 4th-generation winter energy-saving greenhouses designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis is vitebsk republican unitary enterprise of electric power «Vitebskenergo» (the abbreviated name is RUE «Vitebskenergo»).

1.1.2. The organizer of the open competition with limited participation is also the Customer.

1.1.3. The organizer of the open competition with limited participation (Customer) is a part of the State production association of the electric power «Belenergo» (the abbreviated name is SPA «Belenergo»), subordinate to the Ministry of Energy of the Republic of Belarus.

1.1.4. Legal and postal address of the Organizer of the open competition (Customer): 210029, Vitebsk, Pravdy str., 30.

1.1.5. Bank details of the Organizer of the open competition (Customer): Bank account BY12AKBB30120388900202000000 in JSC «JSSB Belarusbank», 220089, Minsk, Dzerzhinski Avenue, 18, SWIFT-code: AKBBDY2X, Tax identification number 300000252, electronic invoice code is 9001.

1.1.6. Contact phone numbers of the Organizer of the open competition with limited participation (Customer) and e-mail: tel. +375 212 492359 – reception, fax: +375212360634, e-mail: energo@vitebsk.energo.by.

1.1.7. The responsible persons of the Organizer of the open competition with limited participation, who ensure communication with the Participants regarding:

- organizational issues related to holding an open competition
 - Deputy Head of the Logistics and Supply Department of RUE «Vitebskenergo» Valery Bahar, tel.: +375 212 492480, E-mail: V.Bahar@vitebsk.energo.by;
 - Economist of the Logistics and Supply Department of RUE «Vitebskenergo» Vladislav Bishirov, tel. +375 212 492484, E-mail: V.Bishirov@vitebsk.energo.by.
- financial issues, Head of the Financial Department of RUE «Vitebskenergo» Alexey Sovpel, tel.: +375 212 492375, E-mail: A.Sovpel@vitebsk.energo.by.
- technical issues, Deputy Director for Vegetable Growing of the Vesna-energo branch of RUE «Vitebskenergo» Yuri Akhramenok, tel.: +375 214 743600, E-mail: U.Ahramyonok@vesna.vitebsk.energo.by.

1.2. The full name of the supplied equipment, including related services (installation, commissioning, staff training).

1.2.1. The name of the purchased product: a set of 4th-generation winter energy-saving greenhouses designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis (hereinafter referred to as «Product») for the project: « Construction of a building for specialized crop production, energy-efficient winter greenhouses, in the settlement of Chernoruchye-1, Polotsk District» (hereinafter referred to as the «Project»), with an area of 17.59 hectares in the Vesna-energo branch of the RUE «Vitebskenergo», meeting the «technological requirements» of the BUYER according to Annex 1 « Procurement technical specification for the set of 4th-generation winter energy-saving greenhouses designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis» to this documentation. (hereinafter referred to as «Product»).

The technical requirements specified in Annex 1 to this documentation are minimum requirements and can be supplemented by the Supplier, providing that the supplement is justified.

1.2.2. The Supplier must ensure that the supplied Product operates as a single, interconnected technological complex with automated (computer-based) control of all technological processes, including those related to analyzing and automatically maintaining the microclimate necessary for growing agricultural crops at all stages of production, movement, accounting for finished goods, automated analysis of the compliance of the microclimate and crop nutrition regimes with the specified values, indicating the actual values, and recording deviations if any are present.

The delivered goods must comply with the current legislation of the Republic of Belarus, existing Rules and regulations.

The delivered goods, which are subject to certification in the Republic of Belarus, must have certificates of the Republic of Belarus.

All software must be fully in Russian language, as well as ensure the operation of the entire greenhouse complex according to the cultivated crop.

1.2.3. The purchased Product includes all the necessary components for the construction of the project, in accordance with item 1.2.1. of this documentation, with the exception of:

- accumulation tanks;
- lighting fixtures complete with lamps and software for intensive artificial lighting for vegetable and seedling sections year-round (purchased by the Customer).

1.2.4. To perform the following work and provide the following services:

- supervision of installation and commissioning and supervision during the installation of the supplied Product;
- training of the BUYER'S staff to operate with the supplied equipment—at least 15 workers for each construction phase—at the operational site where the equipment will be used. On the terms set out in the draft supply contract (Annex No. 2 to this documentation).

1.2.5. The warranty period for the Product:

- the warranty for the greenhouse structural unit and the curtain system with a canvas is at least 5 years from the moment the greenhouse is put into operation;
- the warranty for the technological equipment of the greenhouse unit is at least 24 months from the moment the greenhouse is put into operation.

The date of commissioning of the project is the date of approval by the BUYER of the acceptance certificate for the construction project, including construction phases, launch complexes, completed construction, reconstruction, modernization, technical modernization, repair and restoration work, put into operation according to Resolution of the Ministry of Architecture and Construction of the Republic of Belarus dated October 8, 2025 № 108 « About the establishment of forms of acts of acceptance of objects into operation, warranty passport of a construction project, lists of documents submitted to the acceptance committee».

1.2.6. The place of delivery of the Product:

The Product is delivered at the Supplier's expense to the Buyer's warehouse, subject to the following terms and conditions:

for residents of the Republic of Belarus - DDP (Incoterms 2020);

for non-residents of the Republic of Belarus - DAP (Incoterms 2020).

Delivery location (delivery point) — Republic of Belarus, Vitebsk region, Polotsk District, village of Chernoruchye -1, Vesna-energo branch of the RUE «Vitebskenergo», 211413.

1.2.6.1. The Product is delivered in batches. Each batch of the Product must contain a sufficient volume of the Product required for the construction of each stage of the Project, including:

I-st phase of the Project's construction is a necessary part of the set of winter energy-saving greenhouses for a construction area of 4 hectares, including a seedling department with an integrated boiler room. The delivery term is till October 1, 2027.

II-nd phase of the Project's construction is a necessary part of the set of winter energy-saving greenhouses for a construction area of 6 hectares. The delivery term is till January 1, 2028.

III-rd phase of the Project's construction is a necessary part of the set of winter energy-saving greenhouses for a construction area of 7,59 hectares. The delivery term is till April 1, 2028.

1.2.7. The main requirements for implementation.

The participant is obliged to fully comply with the requirements of the current norms, rules, and legislation of the Republic of Belarus.

1.2.8. For the purposes of the procurement procedure, the following definitions are used:

— the estimated cost of the purchase item – the total cost of the procurement item, including the estimated amount of payments by the purchasing organization to the supplier (contractor, performer) for the supply or acquisition of goods (performance of work, provision of services) in any other way (hereinafter referred to as «supply») and, if necessary, value-added tax and other taxes, fees (duties), and other mandatory payments, determined taking into account the market situation in accordance with the procedure established by the purchasing organization (organizer), based on the pre-project

(pre-investment) and project documentation, or by other means if established by the purchasing organization (organizer)).

Expressing the value of the offer in an amount equivalent to a specific amount in foreign currency or in conventional monetary units (such as special drawing rights, etc.) is not permitted.

A preferential amendment is the granting of advantages to goods (works, services) offered by participants.

1.3. The estimated cost of the purchase item.

The purchase price, which is used as an estimated cost, amounts to: 118,100,700.00 (one hundred eighteen million one hundred thousand seven hundred) belarusian rubles 00 kopecks, including 20% VAT.

The participant's offer price must include the price per unit of the goods and their cost, as well as all costs for transportation, insurance, payment of customs duties, taxes, fees and other mandatory payments provided for under the DAP/DDP terms (Incoterms-2020), respectively for non-residents/residents of the Republic of Belarus and the provision of services for installation supervision, commissioning of the delivered Product, and training of the Buyer's staff.

The Participant's proposal must cover the entire scope of the Product to be purchased, as well as the provision of services for the supervision of installation and commissioning of the supplied Product and the training of the Buyer's staff in the operation of the supplied Product (hereinafter referred to as Services).

In accordance with the requirements of Item 1.2.6.1 of this request, the Participant must provide detailed information regarding both the total cost of the Product and the cost by each delivery batch, as well as the cost of services for the technical supervision of installation and commissioning of the supplied Goods and the training of the Buyer's staff. Service costs must be listed as separate line items for each service and included in the total offer price.

During evaluation proposals submitted in different currencies, they are converted to a single currency – the belarusian ruble at the official exchange rate of the National Bank of the Republic of Belarus on the day for the preparation and submission of proposals.

1.3.1. Financial source

The own funds of RUE «Vitebskenergo», credit resources.

1.3.2. Payment terms and currency of payment:

Payment terms:

1.3.2.1. Payment for 90% of the delivered Product (in the absence of an advance payment) shall be made upon delivery of each batch of Product to the Buyer's warehouse, subject to a deferred payment term. In the proposal, the participant shall specify the exact number of days for the payment deferral, which shall be no less than 30 calendar days.

1.3.2.2. Advance payment (transfer of an advance payment) for the Product in the amount of up to 30% of the cost of the Product is allowed if the Participant (Supplier) attaches a letter of guarantee providing security for the refund of the advance payment in the form of a bank guarantee in the amount of at least the amount of the advance payment (advance payment) at the conclusion of the agreement (contract).

The advance payment is paid by the Buyer within 30 calendar days from the date of receipt of a proper bank guarantee for the repayment of the advance payment, a bank guarantee for the performance of the agreement (contract) and an invoice.

The bank guarantee for the return of the advance payment must be unconditional and irrevocable and must not provide for any conditions or restrictions/the guarantor bank's refusal to make a payment under the bank guarantee (including the context of sanctions imposed on the Republic of Belarus and the customer), issued in the currency of the contract, with a validity period exceeding the delivery period for the goods under the contract by 60 days. The bank providing the bank guarantee, the text and method of transferring the bank guarantee are agreed upon with the customer. All costs associated with the bank guarantee for the return of the advance payment, including the issuance and notification of the guarantee, must be borne by the supplier. The bank guarantee must comply with the Uniform Rules for Demand Guarantees (URDG) as amended in 2010, publication of the ICC № 758 (URDG – Uniform Rules for Demand Guarantees, ICC – International Chamber of Commerce).

In case of a prepayment, upon delivery of each batch of Product, the Buyer shall make a payment in an amount calculated as the difference between 90% of the value of the batch of Product and the amount of the advance payment made for said batch, with a deferred payment period of 30 (thirty) calendar days following the delivery of the batch of Product.

If the Product are not delivered within the time period stipulated by the Contract, the Supplier is obliged to return the advance payment for the amount of the outstanding advance to the Buyer no later than 20 (twenty) calendar days from the date of the start of the delay in delivery of the Product. The date of repayment of the advance payment is the date when funds are credited to the Buyer's checking account.

1.3.2.3. Payment of 10% of the cost of the delivered Product shall be made upon delivery of all the Product or a batch of Product for a specific construction phase, with a deferred payment period of 30 (thirty) calendar days following the Buyer's signing of the acceptance certificate for the commissioning of the construction object—or the construction phases or start-up complexes thereof—upon completion of construction in the manner prescribed by law.

1.3.2.4. Payment of 100% of the cost of services rendered for the services provided for installation supervision, commissioning, and staff training is carried out with a deferred payment of 30 (thirty) calendar days from the date of signing the relevant act of services rendered by the two Parties. Prepayment for services is not allowed.

1.3.2.5. It is not allowed for a participant to submit an offer containing a letter of credit for settlements under the delivery agreement and for the buyer to provide bank guarantees for payment in favor of the supplier under the delivery agreement. The participant's offer is rejected in case of non-fulfillment of these requirements.

The proposals of the participants containing payment terms with a payment delay of less than 30 calendar days and/or with the provision by the buyer of additional security for the fulfillment of payment obligations in any of the ways provided for by the legislation of the Republic of Belarus are not considered and are subject to rejection.

1.3.3. Currency of the offer price:

– for residents of the Republic of Belarus: belarusian ruble.

Proposals from participants whose prices are expressed in foreign currency and subsequently converted into belarusian rubles at the official exchange rate of the relevant currency will not be considered and will be rejected;

- for non-residents of the Republic of Belarus (residents of the EEU countries and Azerbaijan): belarusian ruble, russian ruble;

- for non-residents of the Republic of Belarus (except for residents of the EEU countries and Azerbaijan): belarusian ruble, russian ruble, chinese yuan.

1.3.4. Payment currency:

- for residents of the Republic of Belarus: belarusian ruble;

- for non-residents of the Republic of Belarus (residents of the EEU countries and Azerbaijan): belarusian ruble, russian ruble (currency of expression of the offer price);

- for non-residents of the Republic of Belarus (except for residents of the EEU countries and Azerbaijan): belarusian ruble, russian ruble, chinese yuan (currency of expression of the offer price).

1.3.5. It is possible for the Participant to reduce the price of his offer in comparison with the estimated cost, as well as lower the price in accordance with the terms of item 10 of this documentation.

2. 2. Conditions of the competition with limited participation.

2.1. 2.1. General requirements for participants in the procurement procedure:

The following requirements are established for participants in the procurement procedure:

a legal entity or an individual, including an individual entrepreneur, as of the date of submission of the proposal, they must not be included in the register of suppliers (contractors, performers) temporarily ineligible for procurement (hereinafter referred to as the register);

an individual, including an individual entrepreneur, is a participant in the procurement procedure, a person exercising the powers of the sole executive body of a legal entity participating in the procurement procedure, and the person who has the right to give such a legal entity binding instructions based on its founding documents or the concluded agreement, should not be considered to have been subjected to administrative penalties for administrative offenses, provided in parts 1, 7, 8 and 10 of Article 14.4, and in parts 4 and 5 of Article 14.5 of the Code of Administrative Offenses of the Republic of Belarus;

the participant in the procurement procedure must not be an individual, including an individual entrepreneur, who has an unexpunged or unresolved criminal record for offenses provided for in Articles 209–212, 216, 235, 243–2431, 424–426, 429–432, and 455 of the Criminal Code of the Republic of Belarus.

the absence of an unexpunged or unresolved criminal record for crimes provided for in Articles 209–212, 216, 235, 243–2433, 424–426, 429–432 and 455 of the Criminal Code of the Republic of Belarus in relation to the person exercising the powers of the sole executive body of the legal entity participating in the procurement procedure, and in relation to the person who has the right to give such a legal entity mandatory instructions based on the founding documents or the concluded contract;

a legal entity shall not be considered to have been subjected to administrative penalty for an administrative offense provided in Article 24.59 of the Code of Administrative Offenses of the Republic of Belarus;

an individual, including an individual entrepreneur, must not be included in the list of citizens of the Republic of Belarus, foreign citizens, or stateless persons involved in extremist activities;

a legal entity or an individual, including an individual entrepreneur, must not be included in the list of organizations and individuals, including individual entrepreneurs, involved in terrorist activities;

a legal entity or an individual, including an individual entrepreneur, must not be included in the list of organizations, formations, or individual entrepreneurs involved in extremist activities;

a legal entity or an individual, including an individual entrepreneur, must not be affiliated with the purchasing organization or the organizer, taking into account the provisions of clauses 12 and 13 of the Regulation About the procedure for purchasing goods (works, services) using own funds, approved by RESOLUTION №168.

Compliance with the requirement established in paragraph 2 of this item is confirmed by the operator of the electronic trading platform (hereinafter referred to as the ETP) checking the register.

Compliance with the requirements established in paragraphs 3–10 of this item is confirmed by the participant's statement. Such a statement is submitted in the form specified by the ETP operator's regulations.

2.2. Requirements for the admission of suppliers and goods of foreign origin to participate in the procurement procedure.

The procurement procedure is open to goods and suppliers of such goods whose proposals have passed the qualification selection.

2.3. Requirements for the preliminary selection of participants.

2.3.1. The presence of a quality management system, confirmed by a certificate of compliance with ISO 9001 requirements, the manufacturer of goods.

- The participant provides a copy of the manufacturer's ISO 9001 certificate of conformity for the supplied product.

2.1.1. In cases established by law, the presence of a declaration of conformity or a certificate of conformity for the goods:

The participant provides copies certified in accordance with the established procedure:

- Technical Regulation of the Customs Union (TR CU) 004/2011 «About the safety of low-voltage equipment»;

- Technical Regulation of the Customs Union (TR CU) 020/2011 «Electromagnetic compatibility of technical equipment»,

- Technical Regulation of the Customs Union (TR CU) 010/2011 «About the safety of machines and equipment»,

- certificate (declaration) of conformity of building materials and products used for the construction of buildings and structures in the territory of the Republic of Belarus technical Regulations of the Republic of Belarus "About the safety of building materials and products" TR 2025/013/BY,

- Technical Regulation of the Customs Union (TR CU)032/2013 « ABOUT THE SAFETY OF EQUIPMENT OPERATING UNDER EXCESSIVE PRESSURE », certified in accordance with the established procedure, but if the product does not meet the technical specifications required by the regulation TR CU 032/2013, the permission issued by the State Industry Supervision Service of the Republic of Belarus for the use of this product in the Republic of Belarus, certified in accordance with the procedure established by the legislation of the Republic of Belarus, must be provided.

If it is impossible to provide copies of these documents for the purchase procedure, the participant must guarantee in writing that copies of these declarations (certificates) of conformity will be provided at the time of delivery of the goods.

В случае если предлагаемый товар не подлежит обязательному подтверждению соответствия требованиям технических нормативных правовых актов Республики Беларусь, технических регламентов Евразийского экономического союза (Таможенного союза) TP TC 004/2011, TP TC 010/2011, TP TC 020/2011, TP 2025/013/BY, участник должен предоставить письменное обоснование. If the offered product is not subject to mandatory confirmation of compliance with the requirements of the technical regulations of the Republic of Belarus, the technical regulations of the Eurasian Economic Union (Customs Union) TR CU 004/2011, TR CU 010/2011, TR CU 020/2011, TR 2025/013/BY, the participant must provide a written justification.

2.1.1. Availability of service support (the possibility of service support must be documented by the product manufacturer):

- the participant provides a letter signed and stamped by the manufacturer of the product, containing information about the possibility of providing service for the equipment in the Republic of Belarus.

2.1.1. The participant's business reputation (customer reviews regarding the quality and compliance with delivery terms for goods similar to the subject of the procurement, as stipulated in the agreement (contract)) over the last 3 years:

- the participant provides positive review from customers regarding the quality and compliance with delivery terms of winter energy-saving greenhouses (4th-generation) designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis (at least 2 reviews).

2.1.1. Availability of certified engineers, specialists for installation and adjustment of this type of equipment:

- the participant provides a list of qualified specialists of technological systems.

2.1.1. Information about changes made to the participant's name, legal succession, period of operation:
- the participant provides a copy of the company's charter, or the participant must submit copies of documents confirming the specified information.

2.1.2. Criteria and methodology for assessing the preliminary selection data of participants for their further admission to participate in the competition.

2.1.3. The presence of all documents and information specified in clauses 2.3.1–2.3.6 is the basis for further participation in the competition.

2.3.2. The information provided by the participants, to confirm compliance with the preliminary selection criteria, is assessed according to the following criteria and methodology – check the Table 2.

Table 2

№	Indicators considered during the preliminary selection of participants	The criteria established for the preliminary selection of participants and the methods for their assessment
1	The presence of a quality management system, confirmed by a certificate of compliance with ISO 9001 requirements, the manufacturer of goods	The assessment according to criterion 1 is determined as follows: The presence of a quality management system, confirmed by a certificate of compliance with ISO 9001 requirements, the manufacturer of goods – 1 point, the absence – 0.
2	In cases established by law, the presence of a declaration of conformity or a certificate of conformity for the goods	The assessment according to criterion 2 is determined as follows: submission of declarations of conformity or certificates of conformity certified in accordance with the procedure established by the legislation of the Republic of Belarus or provision of information (justifications) specified in clause 2.3.2. – 1 point, the absence – 0.
3	Availability of service support (the possibility of service support must be documented by the product manufacturer)	The assessment according to criterion 3 is determined as follows: A letter signed and stamped by the manufacturer of the product, containing the above-mentioned information confirming the possibility of providing service support for the product offered for supply on the territory of the Republic of Belarus, confirmed by the equipment manufacturer – 1 point, the absence – 0.
4	The participant's business reputation (customer reviews regarding the quality and compliance with delivery terms for goods similar to the subject of the procurement, as stipulated in the agreement (contract)) over the last 3 years	The assessment according to criterion 4 is determined as follows: at least two positive reviews (informational letter) from customers regarding the quality and compliance with delivery terms of winter energy-saving greenhouses (4th-generation) designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis– 1 point, the absence – 0.
5	Availability of certified engineers, specialists for installation and adjustment of this type of equipment	The assessment according to criterion 5 is determined as follows: the availability of a list of qualified specialists in technological systems (with supporting documents confirming the specialist's classification) – 1 point, lack of information – 0.

6	Information about changes made to the participant's name, legal succession, period of operation	The assessment according to criterion 6 is determined as follows: The presence of information about changes made to the participant's name, legal succession, period of operation (supporting documents are provided) – 1 point, lack of information – 0.
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The preliminary selection documents of the participants are reviewed by the competition commission to ensure their full compliance with the preliminary selection criteria within no more than fifteen working days from the date the documents are made available, unless a different decision is made by the Tender Organizer. If the participant has all the required documents and information for each indicator, they are awarded 1 point for each indicator.

2.1.4. The sum of the indicators required for a participant to pass the preliminary selection must be:

– 6 points, and the participant is allowed to proceed with the further consideration of their competitive proposal. If the participant scores less than 6 points, their proposal is disqualified from further participation in the competition.

2.3.3. The Organizer shall notify the Participants of the results of the preliminary selection in electronic form within three working days from the date of signing the minutes of the meeting of the competition committee on the results of the preliminary selection of Participants. At the same time, a participant who fails to pass the preliminary selection is given a reasoned refusal to continue participating in the competition.

2.1.1. If, based on the results of the preliminary selection of participants, none of the participants are deemed to have passed the selection, or only one participant has passed the preliminary selection, the tender is declared invalid.

2.1.5. Bidding among participants who have passed the preliminary selection is conducted in accordance with the requirements established by this tender documentation.

2. Requirements for participants in the procurement procedure and the list of documents that participants must submit to confirm compliance with the established requirements.

The participant bears all costs associated with preparing and submitting their proposal, and the Organizer is in no way responsible or liable for these costs, regardless of the course of the procurement procedure or its outcome.

3.1. List of documents submitted by participants:

3.1.1. For manufacturers of the offered goods: a duly certified copy of one of the following documents: certificate of self-produced products, extract from the Eurasian Register of Industrial Goods of the Member States of the EEU, other documents or information from which the manufacturer of the goods can be clearly identified (labeling, operational or other documentation for the goods, declaration of conformity of the products with the requirements of the technical regulations of the Customs Union, or other documents containing information about the manufacturer of the goods).

3.1.2. For sales organizations (official sales representatives) of the manufacturer of goods: a duly certified copy of one of the following documents containing the authorization for the sale of goods by the participant: an agreement (contract) with their manufacturer, an agreement (contract) with a state association, union (union) that includes manufacturers, or their charter, or an agreement (contract) with the management company of a holding company of which the manufacturer is a participant. The term of such a contract (agreement) must be no less than the term for fulfilling the obligations stipulated by the tender documents.

3.1.3. Participants who are not manufacturers, but rather sales organizations (official sales representatives) of manufacturers of goods, must submit a copy of the contract concluded with the manufacturer (sales organization (official sales representative), dealer, distributor, or participant in the service and sales network) of the proposed product when participating in the procurement procedure; if such a contract is not available, they must submit a letter guaranteeing that they will submit the said contract when concluding a contract (agreement) with the customer.

3.1.4. The legal entity or individual entrepreneur has no outstanding debts for the payment of taxes, fees (duties), or penalties, and the legal entity or individual entrepreneur, who are residents, has no outstanding debts for the payment of mandatory insurance contributions to the budget of the state extra-budgetary social protection fund of the population of the Republic of Belarus. This requirement does not apply to a legal entity or an individual entrepreneur undergoing insolvency proceedings, nor to a legal entity or an individual entrepreneur that, as of the date of proposal submission, has been granted a deferral and/or installment plan for the payment of taxes, fees (duties), penalties, or mandatory insurance contributions to the budget of the State Extra-Budgetary Fund for Social Protection of the Population of the Republic of Belarus, in the manner prescribed by the Tax Code of the Republic of Belarus and other legislative acts, as evidenced by a corresponding statement from the participant.

Compliance with this requirement is confirmed:

- in respect to participants that are residents of the Republic of Belarus—by the Customer verifying such information via the official websites of the Ministry of Taxes and Duties and the Social Security Fund of the Ministry of Labour and Social Protection as of the 1st day of the month in which the proposal is being reviewed, or, if the absence of information for that date, as of the 1st day of the month preceding the month in which the proposal is being reviewed;

- in respect to participants that are not residents of the Republic of Belarus—a document confirming the absence of outstanding liabilities for taxes, fees (duties), and penalties, issued by competent authorities in accordance with the legislation of the country of the participant's residence as of the latest reporting date preceding the date of proposal submission, and a statement specifying said reporting date.

3.1.5. A duly certified copy of the certificate of state registration or other document confirming the participant's registration in the country where such registration took place.

3.1.6. A letter of guarantee stating that he has not committed—and will refrain in the future, during the procurement process, from committing—any actions through his representatives (intermediaries) that would in any way induce employees of the organizer (customer) to act in a certain manner—including through the provision of money, gifts, the performance of work (services) for them free of charge, or other means not specified herein that create a dependency on the part of a specific employee and are intended to ensure that said employee performs actions for the benefit of the party providing the inducement;

3.1.7. The documents confirming the technical specifications of the offered goods: quality passports (certificates), technical descriptions, catalogs, etc.

3.1. The Participant shall submit a letter of guarantee indicating its agreement to:

3.2.1. acceptance of the terms and requirements of the tender documents;

3.2.2. signing the supply contract in the form required by the Customer, in accordance with the attached form (Annex 2);

3.2.3. submission of documents confirming the legality of the importation of goods into the customs territory of the Republic of Belarus alongside the consignment note (customs declarations, statistical declarations) regarding the goods supplied to them (for importers);

3.2.4. containing information confirming that the participant is not undergoing liquidation or reorganization and has not been declared insolvent (bankrupt) in the manner prescribed by legislation; or—in the case of a participant who is an individual entrepreneur—is not in the process of ceasing operations and has not been declared insolvent (bankrupt) in the manner prescribed by legislation;

3.2.5. provision of goods-accompanying documents, as well as documents required for the state registration of the offered product:

– CMR or commercial invoice, delivery note, bill of lading;

– invoice, bill of lading;

– the copies of certificates issued to the manufacturer by official quality control agencies or other competent bodies confirming the ability to produce the goods subject to the purchase in accordance with ISO 9001 standards;

- the copies of certificates (declarations) of conformity of the delivered goods to the requirements of the technical regulations of the Customs Union, subject to such certificates (declarations);

– a confirmation of the warranty period for the product and its service life, as specified in the technical data sheet for the equipment;

– technical data sheet for the equipment indicating the content of precious metals (if any precious metals are present);

– manual for the installation, operation, and repair of equipment in Russian language.

3.2.6. providing to the Customer (RUE “Vitebskenergo”) with technical documentation

containing detailed design specifications for the supplied Goods, that make it possible to develop a construction project for the installation of the supplied Goods, and will also provide the necessary assistance to the project organization in resolving problematic issues related to the design (if any arise).

The technical documentation must be provided no later than 30 days after the signing of the supply contract (agreement).

3.1. The documents confirming technical capabilities.

3.3.1. A detailed description of the Product proposed for supply, including the proposed equipment. The Participant must provide documentary evidence confirming that the Product proposed for supply meet the specified technical requirements and characteristics in accordance with the technical requirements set out in Annex 1.

The technical specifications must be complete, allowing to unambiguously confirm the conformity of the proposed product with the established technical specifications in Annex No. 1 to this technical application.

Documents confirming the technical characteristics of the offered product: quality certificates, technical descriptions, catalogs, etc.

Proposals containing a statement that the proposed product meets the required technical specifications, or those confirmed by attaching a equipment catalog or equipment passport without specifying the particular version of the equipment, will be rejected.

Proposals that do not cover the entire Product and/or the services provided (item 1.2 of this documentation) will be rejected.

3.3.2. A letter of guarantee confirming the warranty period specified in this documentation, as well as the willingness to assume warranty obligations in the event of equipment delivery from a third party, or in the event of its liquidation.

4. Requirements for the tender offer.

The tender proposal is submitted by posting it on the electronic trading platform within the timeframe for preparing and submitting proposals.

The competitive proposal submitted by the participant must contain:

the name of the legal entity (surname, first name, patronymic (if available), details of the identity document (number, date of issue, issuing authority) — for an individual, including an individual entrepreneur), location (place of residence), and the participant's taxpayer identification number (if available);

specific indicators (characteristics) of the product that meet the requirements of the tender documents, indication of the trademark (if available), trade names, invention (if available), utility model (if available), industrial design (if available), geographical indication (if available), the manufacturer (producer) of the product, and the country of origin of the product;

documents and (or) information confirming compliance with the subject of purchase and the requirements for the subject of purchase established by the tender documents;

documents and (or) information confirming compliance with the requirements for participants;

offer price;

a statement of the right to apply a preferential amendment in the form established by the regulations of the electronic trading platform operator, and documents confirming the right to apply the preferential amendment, if the participant declares such a right and its application is stipulated in the tender documents;

statements of the participant's consent, in the event of being recognized as the winning participant, to conclude an agreement with the Customer on the terms specified in the tender documents and their proposal, in the form established by the regulations of the electronic trading platform operator;

other documents and (or) information, the submission of which is required by the tender documents, including clauses 2.1, 2.2, and 3.

4.1. Official language.

The tender offer is prepared by the participant in Russian.

The documents submitted by the participant may be in another language, provided that a certified, accurate translation into Russian is attached to them. In this case, the translated version will have the advantage. All the official documents issued in a foreign country and submitted by the Participant as part of the competition documents must be certified by affixing an apostille by the competent authority of the country where the document was issued, in accordance with the provisions of the Hague Convention abolishing the requirement of legalization of foreign official documents (January 24, 1965). If the relevant international agreements concluded by the Republic of Belarus provide for a special procedure for the recognition (legalization) of documents, such documents shall be provided by the Parties in accordance with the said agreements.

5. Clarification of the competition documents.

A legal entity or an individual, including an individual entrepreneur, has the right to contact the Organizer with a request for clarification of the tender documents no later than 3 calendar days before the deadline for preparing and submitting tender proposals.

The organizer responds to a request for clarification of the tender documents no later than one business day before the deadline for preparing and submitting proposals, and also posts the content of the request and the response to it on the electronic trading platform.

6. Amending the tender documents. Extending the deadline for preparing and submitting a proposal to participate in the procurement procedure. Cancelling the procurement procedure.

The customer, on its own initiative, has the right to make changes to the tender documents before the deadline for preparing and submitting proposals expires. The changes are communicated to legal (individual) entities and individual entrepreneurs by posting them on the electronic trading platform.

The customer may, if necessary, extend the established deadline for preparing and submitting proposals to participate in the procurement procedure (until it expires) by making amendments to the tender documents in cases:

when one or more legal entities (individuals) or individual entrepreneurs have requested an extension;

amendments to the tender documents for the procurement;

the inability to respond to the request for clarification of the tender documents within the established timeframe.

The customer has the right to cancel the procurement procedure, including with respect to part of the volume (quantity) of the purchased item or part thereof (a lot), at any stage of its implementation, and is not liable for this to the participants in the procurement procedure in cases when: lack of financing; loss of the need to purchase goods; the need to make changes and (or) additions to the subject of purchase and (or) requirements for the subject of purchase, requirements for participants in the procurement procedure; in case of violations of procurement legislation at their own expense during the organization and conduct of the procurement procedure.

7. The proposal of a procurement procedure participant is rejected if:

- the participant and/or the participant's proposal does not meet the requirements of the procurement tender documents;
- the participant's proposal contains economically disadvantageous* terms for the customer;
- the participant did not correct the errors or eliminate the inaccuracies identified in the offer within the proposed timeframe;
- the participant who submitted the proposal sent false documents and (or) information.

** economically disadvantageous terms - an offer with an offer price exceeding the estimated value of the purchase item, after carrying out the procedure for reducing the offer price.*

8. The competition is declared unsuccessful in cases when:

- 8.1. no proposals have been received;
- 8.2. as a result of the rejection of proposals, fewer than two remained;
- 8.3. all proposals were rejected, including those containing conditions that were economically disadvantageous for the customer;
- 8.4. the winning participant in the procurement procedure failed to conclude a procurement contract, and the participant, whose proposal was assigned the next sequential number in the procurement procedure, refused to conclude an agreement (contract).

9. Review of tender proposals.

The consideration of proposals is carried out prior to their evaluation in accordance with the criteria and the method for evaluating and comparing the proposals of the procurement procedure participants, as established by these tender documents, in the following order:

- the compliance of the participants with the requirements, including those established in clauses 2.1, 2.2, and 3 of these competition documents, is verified;
- the proposals are checked for compliance with the requirements of these tender documents. A decision is made on whether it is necessary to contact the participant(s) with a clarifying request.

Based on the results of each stage of the review, the commission has the right to decide to reject the participants and their proposals.

The customer may, through the electronic trading platform, contact the participant with a request for clarification of the proposal, as well as to correct errors, including arithmetic, and (or) eliminate inaccuracies, request missing documents and (or) information. The participant shall post a response to the request via the electronic trading platform no later than the time limits set by the commission. However, the response to the request should not make changes and/or additions to the offer.

10. The procedure for reducing the price of offers.

During the validity period of the proposals, the customer will conduct a price reduction procedure for the submitted proposals with the participants who have passed the selection process and whose proposals have been approved for the evaluation procedure.

Price reductions are carried out on the electronic trading platform in accordance with the regulations of its operator.

A participant has the right not to participate in price reductions, and their offer remains valid at the original price.

The participant has the right to withdraw and/or amend its price reduction offer before the deadline set for submitting such offers.

The price reduction is carried out in one stage.

The prices of the offers achieved during the price reduction are used to evaluate the offers.

During the price reduction procedure, no changes to the offer in terms of its other conditions are allowed.

11. Criteria and method for evaluating tender proposals, their relative weights.

The selection of the winning participant in the procurement procedure is carried out based on the following criteria:

№	Evaluation criteria	The specific weight of the criteria
1	Financial (pricing) terms of the participants' proposals	0,95
2	Warranty period in operation	0,05
TOTAL:		1,0

Participants' proposals are admitted to the evaluation procedure only after the technical specialists of RUE "Vitebskenergo" have issued a conclusion regarding the compliance of the proposed product with the technical requirements.

11.1. The evaluation and comparison of participants' proposals based on the "Financial (pricing) terms of the participants' proposals" criterion is carried out excluding value-added tax.

The indicator used for evaluation under the criteria " Financial (pricing) terms of the participants' proposals " is the participant's offer price.

To determine the best offer based on this criteria, the participant's offer price is adjusted to:

delivery terms;
payment schedules.

Taking into account the above adjustments, the offer price of each participant may change both upward and downward.

The criterion is evaluated in a single currency. To compare the participants' proposals, the courses established by the National Bank of the Republic of Belarus on the final day for the preparation and submission of participants' proposals are used.

11.1.1. The price adjustment based on the terms of delivery is carried out in the following order.

The terms of delivery include the cost of transportation costs, customs duties, customs duties for customs clearance, value added tax, insurance costs, and other costs included by the participant in the terms of delivery and affecting the offer price.

The amount of the price adjustment based on the terms of delivery is determined by the following formula:

$$\Delta Opdt = Tc + Cd + Cf + VAT + I + E1 + \dots + Ej,$$

where

$\Delta Opdt$ - the amount of the price adjustment based on the terms of delivery;

Tc - transportation costs;

Cd - amount of customs duty;

Cf - amount of customs fees for customs clearance;

VAT - Value Added Tax amount;

I - insurance amount;

$E1, Ej$ - other expenses included by the participant in the delivery terms and affecting the offer price.

11.1.2. When adjusting the price, taking into account the payment schedule, the presence of an advance payment (prepayment) in the participant's offer and (or) the provision of a deferred payment by the participant upon delivery of goods.

The amount of the price adjustment taking into account payment schedules is calculated using the formulas:

if the participant's offer contains advance payments (an increase in the offer price by ΔPa):

$$\Delta Pa = + (Op * ARR * D) / (360 \text{ (or } 365) * 100);$$

if the participant's proposal includes a payment deferral (reduction of the quoted price by ΔPa):

$$\Delta Pa = - (Op * ARR * D) / (360 \text{ (or } 365) * 100),$$

where

ΔPa - the amount of the price adjustment taking into account the timing of payments;

Op - participant's offer price;

ARR - the annual refinancing rate of the National Bank of the Republic of Belarus (in percent) as of the final date for the preparation and submission of participants' proposals;

D - the number of days of prepayment (or deferred payments).

11.1.3. The total adjusted price is defined as the sum of the price stated by the participant in the offer and the amounts of adjustments provided for in subitems 11.1.1. – 11.1.2., according to the following formula:

$$TAP = Op + \Delta Op_{dt} + \Delta Pa,$$

where

TAP – total adjusted price;

Op – the price stated by the participant in the offer.

Based on the results of the evaluation of the participants' proposals according to the criteria "Financial (pricing) terms of the participants' proposals", a general table of adjusted prices is formed."

11.2. Numerical values for the "warranty period" criteria must be substantiated by the participant's commercial proposal.

The calculation for this criteria is performed as follows:

numerical data from all participants are converted to a common unit of measurement; the highest value is deemed the best, assigned a coefficient of 1, and multiplied by the criteria's weight.

The coefficients for the other suppliers are calculated as the ratio of the numerical value of the criteria for the i-th supplier to the best one, and then multiplied by the criteria weight.

11.3. Each criteria defined in sub-items 11.1. and 11.2. of item 11 of the tender documentation is evaluated on a ten-point scale.

The best indicator of the criteria is given ten points. The number of points for the remaining criteria indicators (for the rest of the participants' proposals for this criteria) is calculated using the following formulas:

$S_{ij} = B_{vj} / V_{ij} * 10$, when $B_{vj} \leq V_{ij}$ (in the case when the worst value of the criteria is more than its best value);

$S_{ij} = V_{ij} / B_{vj} * 10$, when $B_{vj} \geq V_{ij}$ (in the case when the worst value of the criteria is less than its best value.), where:

S_{ij} - the score for the j-th criteria of the i-th participant.

V_{ij} - the value of the j-th criteria of the i-th participant in physical terms;

B_{vj} - the best value of the j-th criteria (out of all the values of the j-th criteria) in physical terms.

Based on the score for each participant's proposal, the total number of points (Total score) for all criteria is calculated as follows:

$$TS_i = \sum_{j=1}^n S_{ij} * W_{cj} \leq 10, \text{ where:}$$

W_{cj} - magnitude of the specific weight (weighting coefficient) of the j-th criterion;
n - number of criteria used in the assessment.

The participant who received the highest quantity of points in the total assessment is assigned the ordinal number 1 (first place).

The participant who submitted the competitive proposal assigned the serial number 1 (first place) is declared the winner.

If, as a result of the evaluation and comparison of the proposals of several participants, the serial number 1 (first place) is assigned to the proposals of several participants, the winner is the participant whose proposal is assigned the serial number 1 (first place) according to the criteria with the highest relative weight.

If, according to the criteria with the highest relative weight, several participants'

proposals are assigned the number 1 (first place), the winner is the participant whose proposal is assigned the number 1 (first place) according to the criteria with the second-highest relative weight.

If, according to the criteria with the second-highest relative weight, the number 1 (first place) is assigned to the proposals of several participants, the winner is the participant whose proposal was submitted earlier than the other such proposals.

If only one participant submits a proposal the evaluation of that proposal in accordance with the criteria, evaluation method, and comparison method established in these tender documents is not carried out.

12. The requirement to apply a preferential margin during comparison and evaluation.

During the procurement procedure, a preferential adjustment of 15 percent is applied to the offer price of participants who propose:

12.1. goods of domestic production originating from the Republic of Belarus, except the goods included in the annex to Resolution No. 80 of the Council of Ministers of the Republic of Belarus dated February 14, 2022, provided that one of the documents is submitted:

- a certificate of products of own production issued by the Belarusian Chamber of Commerce and Industry or its unitary enterprises, or a copy thereof.

- a document confirming the origin of the goods, issued by the Belarusian Chamber of Commerce and Industry or its unitary enterprises in accordance with the criteria for determining the country of origin of goods provided for in the Rules for Determining the Country of Origin of Goods, which are an integral part of the Agreement on the Rules for Determining the Country of Origin of Goods in the Commonwealth of Independent States dated November 20, 2009, or a copy thereof. The specified document is issued in the form of a certificate of origin of goods, as established by the abovementioned Rules, and is filled out in accordance with the procedure defined for certificates of origin of goods, taking into account the specific features established by the Ministry of Antimonopoly Regulation and Trade.

12.2. goods produced by the organizations of public associations of disabled persons, in which the number of disabled persons is at least 50 percent of the total number of employees, provided that the share of disabled persons' wages in the total payroll of such organizations over the three calendar months preceding the date of submission of the proposal is at least 20 percent.

The supporting document is a document signed by the head of an organization in the Republic of Belarus, in which the number of disabled persons is at least 50 percent of the total number of employees, or by an authorized person, no earlier than five working days before the date of submitting a proposal to participate in the procurement procedure. The document must indicate the total number of employees, the number of disabled persons, the number of certificates confirming disability, and the validity periods of these certificates, as well as the share of disabled persons' wages in the total payroll of such organizations for the three calendar months preceding the date of submitting the proposal.

In addition, a certificate of products of own production issued by the Belarusian Chamber of Commerce and Industry or its unitary enterprises, or a copy of it, is required.

A statement of the right to apply the preferential amendment, in the form established by the regulations of the electronic trading platform operator, and documents confirming the right to apply it must be submitted by the participant when submitting the proposal.

13. Other information.

13.1. The Customer has the right to recognize as the winner the only participant (only one tender offer has been submitted) of this procurement procedure, including with respect to the whole lot of the subject of the procurement procedure, and to conclude a purchase agreement with him if his proposal meets the requirements of the tender documentation.

13.2. Consideration and evaluation of commercial offers within a single lot are permitted, in accordance with the number of goods declared by the customer.

13.3. The participants' proposals are considered without the participation of representatives.

13.4. The notification of the winner selection is sent to the Participants of the procurement procedure in electronic form no later than the day following the day on which such decision is made.

13.5. Information regarding the review and evaluation of tender proposals is not subject to disclosure.

13.6. The price of the participant who won the competition is the agreed price and is included in the agreement (contract). The agreed (contract) price is not subject to increase throughout the entire term of the agreement (contract).

13.7. Banking support of the agreement (contract) is not required.

14. Conclusion of an agreement (contract).

The procurement contract shall be concluded electronically in accordance with the procedures established by the electronic trading platform operator and the contract form attached to these tender documents (Annex 2).

The procurement contract may be concluded no earlier than 3 (three) working days after the selection of the winner, but no later than 30 calendar days after the selection of the supplier.

If the signed contract is not submitted to the organization within the specified timeframe, the selected supplier is considered to have refused to sign the contract.

If the selected supplier refused to sign the contract, or cannot sign it due to the fact that during the procurement procedure it ceased operations, was in the process of liquidation, division, separation, or was recognized in accordance with the established procedure as economically insolvent (bankrupt), with the exception of the one in the rehabilitation procedure, the commission has the right to select the supplier the participant whose offer has been assigned the next most profitable serial number in the procurement procedure.

The contract is concluded in Russian language. The contract may be drawn up in two languages — in Russian and a foreign language — provided that in this case the Russian-language version will take precedence.

The law of the Republic of Belarus shall apply to the conclusion and performance of the supply contract and the resolution of disputes.

The concluded agreement includes the essential terms formed based on the results of the tender. Upon conclusion of the agreement, by mutual agreement of the parties, certain terms that were not the subject of consideration during the tender may be included in it, provided that they do not change the essential terms.

15. Ensuring the fulfillment of obligations for the delivery of goods: enforcement of obligations under the contract in accordance with the draft supply contract, penalty fee, bank guarantee of contract performance.

Within 15 (fifteen) calendar days from the date of signing the Contract, the SUPPLIER must provide a bank guarantee for the performance of the Contract in the amount of 3% of the Contract price in favor of the BUYER. The guarantor bank must be previously agreed with the BUYER. The text of the bank guarantee must be agreed with the BUYER before the date of its provision (advising) in favor of the BUYER.

The Bank guarantee for the performance of the Contract must be valid until the expiration of the Supplier's warranty obligations under the Contract, plus 60 days.

The bank guarantee must be issued in the currency of the Contract.

A bank guarantee must comply with the Unified Rules for On-Demand Guarantees (URDG) as amended in 2010, ICC Publication No. 758.

Remark:

URDG – Uniform Rules for Demand Guarantees.

ICC - International Chamber of Commerce.

The Bank guarantee for the performance of the Contract must be notified to the bank serving the Buyer – JSC "JSSB Belarusbank" SWIFT: AKBBBY2X.

All expenses related to the bank guarantee of the contract are at the expense of the Supplier.

Annexes:

- Annex 1 – technical specification for the purchase on 23 pages.
- Annex 2 - draft of supply contract on 19 pages.

Deputy General

Director for Sales

P.I.Kharitonov

Head of the Agriculture
Department

Logistics and Supply
Department

Financial Department		A.P. Sovpel
Legal Department		
Investment and Capital Construction Department		V.M.Borshchevsky
Executor		V.E.Bahar