



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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ZP/tc

Date: 9 June 2009

**Subject: Request for Proposal (RFP) No. 16001885
Project No. MP/IND/08/009 – Preparation of HCFC Phase-out Management
Plan in the Transportation Refrigeration and Air-conditioning Manufacturing
Sector in India**

Dear Sirs:

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO), and the GOVERNMENT OF THE REPUBLIC OF INDIA (hereinafter referred to as the "Government"), hereby invite you to submit a written proposal for the provision of services required for the preparation of HCFC phase out management plan in the transportation refrigeration and air-conditioning manufacturing sector, as defined in the Terms of Reference (Appendix 1) and related documents attached hereto.

1. CLOSING DATE

To ensure consideration, your complete, detailed proposal should reach the address indicated in **paragraph 3 of the Instructions for the Preparation and Submission of Proposals by 7 July 2009 close of business (6 p.m. Vienna time)**.

It is the sole responsibility of the supplier to ensure that the sealed envelope/package containing the proposal reaches the address and office indicated before the time and date shown above.

Proposals must be delivered to the designated address during UNIDO working hours from 9:00 a.m. to 6:00 p.m. Monday through Friday except for UNIDO holidays. Delivery to any UNIDO office other than that stated will be at the risk of supplier and will not constitute timely delivery. **Proposals received after the closing date will be invalidated.**

2. GENERAL

- a) This RFP is for the provision of services with necessary supervision, backstopping and training. It covers a total organizational responsibility as required by the Terms of Reference, dated 20 May 2009 which are attached hereto as Appendix 1.
- b) The terms set forth in this RFP will form a part of any contract should UNIDO accept your proposal. Any such contract will require compliance with all factual statements and representations made in the proposal, subject to any modifications to the proposal agreed to by UNIDO in the context of negotiations, in the event that negotiations have been entered into.
- c) Your Proposal should be comprehensive and detailed. It must include information in sufficient scope to allow UNIDO to consider whether your company/organization has

the necessary capability, experience, knowledge, expertise, finance strength, and the required capacity to perform the work specified satisfactorily. Your proposal shall clearly and concisely respond to all points set out in this RFP. Any proposal, which does not fully and comprehensively address this RFP, may be rejected.

- d) You should strictly adhere to all requirements of this RFP. No changes, substitutions or other alterations to the technical specifications of requirements stipulated in this RFP will be accepted unless approved in writing by UNIDO.
- e) **In order to be considered for the contract supplier must meet the qualification requirements specified in Appendix 2.**
- f) In this project, time is of the essence. Your ability to commence work and complete it strictly in accordance with the time frame contained in the Terms of Reference will be an important factor in awarding a contract.

We look forward to receiving your proposal.

Yours truly,



Z. Pirjo Dzical

Procurement Services Unit
Operational Support Services Branch/PSM

Enclosures

Instructions and Requirements for the Preparation and Submission of Offers

Appendix 1: Terms of Reference dated 20 May 2009

Appendix 2: Qualification Requirements and Evaluation Criteria

Appendix 3: Instruction for Preparing Analysis of Financial Proposal

Appendix 4: Model Contract

Annex A: UNIDO General Conditions of Contract

Annex B : Facilities, Privileges and Immunities Section

Annex C: Instructions for the Dispatch of Reports

Appendix 5: Financial Statement

Appendix 6: Acknowledgment Form

1. Preparation and Submission of Proposal

Proposal shall be prepared and submitted in accordance with the instructions that follow under paragraphs 2-24 below.

2. Language of Proposal

Your proposal and all correspondence and documents relating to it shall be written in the English language.

3. Format and Signing of Proposal

- (a) Your proposal must be submitted in one (1) original and two (2) copies, clearly marked "Original Proposal" and "Copy of Proposal". In the event of any discrepancy between them, the original shall govern.

Your proposal must be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of your company/ organization.

The proposal shall not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the supplier, in which case the person or persons signing the proposal shall initial such corrections.

(b) Mailing Address

Your proposal must be submitted to the following address:

**United Nations Industrial Development Organization (UNIDO)
Procurement Services Unit/OSS/PSM
(Attention Ms. Z. Pinjo Dzidal, Contracts Officer)
PO Box 300 or Wagramerstrasse 5
A-1400 Vienna A-1220 Vienna
AUSTRIA AUSTRIA**

(c) Preparation of the Proposal

Your proposal should consist of Technical and Commercial Parts and contain, but not necessarily be limited to, the following information:

Technical Part of your Proposal should contain, but not necessarily be limited to, the following information:

- i) **A statement** of your company/organization's ability and readiness to execute an eventual contract in accordance with this RFP and its Annexes/Appendices. **Any deviation from the Terms of Reference (Appendix 1) or other documents contained in this request for proposal shall be clearly expressed;**

- ii) **A statement** of your company/organization's capacity of operations including company description, structure and number of employees, practical experience (see Terms of Reference), **with relevant references to the requirements similar to those constituting the object of this RFP, size of the executed projects and scope of the performed work. In you proposal you should list at least three (3) current major client references with information regarding work and services provided and contact information (company name, phone number, facsimile number).**
- iii) **A statement** of your company/organization's operating standards and control systems (indicate if certificates of adherence to international quality standards such as ISO 9000 and ISO 9001 or similar are available and enclose copies thereof).
- iv) **An explanation** of your understanding of the work to be performed and the services to be provided and your overall operational plan for the execution of the work;
- v) **A statement** of your ability to start work promptly, including the date of availability of your staff, and the minimum notice required before starting the work;
- vi) **A statement** that you will assign to the project sufficient number of capable and experienced personnel from your own organization and that your organization's capacity, in terms of qualified manpower resources, is adequate to implement the project within the period of time indicated in the Terms of Reference, Appendix 1. All the staff you propose assigning to the work must have a good knowledge of English and Spanish
- vii) **The names, titles and assignments (functions) as well as the detailed curriculum vitae of the key staff assigned for this contract.** The CVs of the key staff should be completed in the most precise detail possible, with particular reference to practical experience of each of the proposed staff;
- viii) **The names and qualifications (including description of activities, number of personal employed, references to the clients and completed projects) of the proposed sub-contractor(s), if any, and the extent and nature of such sub-contracting and/or equipment supply;**
- ix) **The Work Plan and Bar Chart** for the implementation of the contract showing:
- Various activities or groups of activities,
 - The name/function and duration in workdays of assignment of each of your staff assign to the contract,
 - A work breakdown structure (WBS)
- x) Any other information you may consider appropriate. However, unnecessarily elaborated brochures and other presentations beyond that sufficient to present complete and effective proposal are not encouraged.

Commercial Part of your Proposal should contain, but not necessarily be limited to, the following information:

- i) **Your best firm fixed price in US Dollars** to complete the proposed work. **The proposals not expressed in US Dollars will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening and the resulting US Dollars price will be used for price comparison and in the contract.**
- ii) **A detailed cost breakdown** of the firm, fixed price referred to in sub-paragraph i) above, highlighting the costs foreseen to perform the different activities, divided by main categories (e.g. personnel, travel and local costs, materials, other related costs broken down by items, etc.) in accordance with the instructions in Appendix 3 to this RFP. **Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.**
- iii) **Your cash-flow estimate** related to the execution of the work under the contract.
- iv) **A statement** that you have carefully reviewed the Model Contract and Annexes to it (Appendix 4) and are in agreement with its terms and conditions.
- v) **A certified copy of the Financial Statements** for the last 3 years of business and information regarding all claims, arbitration and other pending legal action concerning your company/organization, including the amounts of any pending claims, arbitration and other pending legal action of claims.
- vi) **A completed certified Supplier's Financial Statement** (the form is enclosed herewith for completion as Appendix No. 5). Certification shall be normally provided by your bank, insurance company or any other authority customarily providing such certification according to the laws of your country. **Please note that proposal submitted without certified Financial Statement runs the risk of being rejected.**
- vii) **A statement** that your proposal is valid for a minimum period of six (6) months counting from the date of the proposal. Once your proposal is accepted during this period, the price quoted in your proposal must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP.

4. Statement of Confirmation

You are required to complete and sign the Statement of Confirmation, on page 10 of these instructions.

5. Acknowledgment Copy Information of Proposal Status

You are kindly requested to return the attached Appendix 6 Acknowledgment Copy duly signed by an authorized representative, to UNIDO via facsimile or e-mail advising whether or not your company/organization intends to submit a proposal prior to the designated closing date for receipt of proposals.

6. Retention of Proposals

Following submission of the Proposals and final evaluation, UNIDO will have the right to retain unsuccessful proposals. It is the supplier's responsibility to identify any information of a confidential or proprietary nature contained in its proposal, so that it may be handled accordingly. However, UNIDO cannot guarantee confidentiality.

7. Completeness of Proposal

You are expected to examine all instructions, forms, terms and specifications in this RFP. Your proposal must include information in sufficient scope and detail to allow UNIDO to consider whether your company/organization has the necessary capability, experience, knowledge, expertise, financial strength, and the required capacity to perform the work specified satisfactorily. Failure to furnish all information required by the RFP or submission of a proposal not substantially responsive to the RFP in every respect will be at the supplier's risk and may result in the rejection of its proposal.

8. Correctness of the Proposal

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail. UNIDO reserves the right to verify all information furnished by the supplier through any sources of its choice. Any inaccurate information given may lead to a rejection of the proposal.

9. Period of Contract Service, Work Plan and Bar Chart

The overall time period for the completion of the work is indicated in Appendix 1. **Your proposal must include a time schedule for the completion of the proposed work in the form of a detailed bar chart referred to in paragraph 3 c) ix) above.**

10. Reports

UNIDO will require the reports listed in paragraph 2.10 of the Model Contract, Appendix 4 and in paragraph 5, page 9 of the Terms of Reference, Appendix 1.

11. Type of Contract

A firm, fixed price is contemplated for the contract, covering all the inputs required of the Contractor as stated in the Terms of Reference, Appendix 1 and in the Model Contract, Appendix 4. Please note that it is anticipated that the budget for the proposed Contract will be approximately USD 65,000. **These figures are for your information only and should not influence your professional assessment of the actual project requirements and work inputs necessary to meet all project objectives.**

12. Responsibilities of UNIDO

The services and facilities which will be provided by UNIDO and/or the Government/Project Counterpart will tentatively be as set forth in Section 3.00 of the Model Contract, Appendix 4 and in the Terms of Reference, Appendix 1. They may be specified and amended during execution of the contract.

13. Withdrawal and Modification of Proposals

Proposals may be modified or withdrawn by suppliers in writing, prior to the closing date specified in the RFP. Proposals may not be modified or withdrawn after that time.

14. Evaluation Procedure/Acceptance of Proposals

All proposals that are submitted in response to this RFP will be reviewed and evaluated by UNIDO in a fair and impartial way in accordance with the provisions of the UNIDO Financial Rules and Procurement Procedures applying the evaluation criteria specified in Appendix 2. Although price is an important factor, it shall not be the primary consideration in evaluating responses to this RFP.

The contract shall be awarded based on the best value for money principles to the qualified supplier whose proposal has been found substantively responsive and is the lowest cost to UNIDO. UNIDO will endeavor to advise you as promptly as possible concerning its decision.

UNIDO reserves the right to negotiate with the supplier who has submitted the lowest cost substantively responsive proposal, for the purpose of seeking revisions of such proposal to enhance its technical aspects and/or to reduce the price.

15. No Commitment

This RFP does not commit UNIDO to award a contract. UNIDO reserves the right to accept or reject any proposal(s), or annul this RFP and reject all proposals, at any time prior to award of contract, without thereby incurring any liability to the affected supplier(s) or any obligation to inform the affected supplier(s) of the grounds for UNIDO action.

UNIDO also reserves the right to negotiate and award only a portion of the requirement; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, in its sole discretion; to add new considerations, information or requirements at any stage of the procurement process, including during negotiation with suppliers; and reject the proposal submitted by any supplier that has previously failed to perform properly or on time contracts of a similar nature, or of a supplier that, in the opinion of UNIDO, is not in a position or is not sufficiently qualified to perform the contract.

This RFP contains no contractual proposal of any kind; any proposal submitted will be regarded as a proposal by the supplier and not as an acceptance by the supplier of any proposal by UNIDO. No contractual relationship will exist except pursuant to a written contract document signed by the authorized official of UNIDO and by the successful supplier(s) chosen by UNIDO.

16. Contract Award

UNIDO will notify the successful supplier in writing by fax that its proposal has been accepted. Upon the successful supplier's confirmation of acceptance of the contract award and conclusion of the contract, UNIDO will notify each unsuccessful supplier. The notification to the unsuccessful suppliers will not contain any information concerning other suppliers and their prices, including that of the winning offer, due to the confidential and proprietary character of such information. Any queries of unsuccessful suppliers to this respect will not be entertained by UNIDO.

17. Signing of Contract

After the successful supplier's acceptance of the UNIDO contract award, UNIDO will send the supplier the contract documents incorporating all agreements between the parties.

The successful supplier shall sign and date the contract and return it to the UNIDO no later than two (2) weeks of the receipt of the contract documents.

18. Contract Basic Terms and Conditions

Except as otherwise required by the circumstances of the case, the contract for the proposed services will be based upon the terms and conditions of the following Model Contract and Annexes, attached hereto as Appendix 4:

Model Contract

Annex A: UNIDO General Conditions of Contract

Annex B : Facilities, Privileges and Immunities Section

Annex C: Instructions for the Dispatch of Reports

Annex D: UNIDO Terms of Reference dated 20 May 2009

19. Payment

Payment will be normally made in accordance with Section 4.00 of the Model Contract, Appendix 4. The Financial Regulations and Rules of UNIDO preclude payment by Letters of Credit. Such provision in a proposal will be prejudicial to its evaluation by UNIDO. The normal terms of payment by UNIDO are 30 days upon satisfactory delivery of goods or performance of services and acceptance thereof by UNIDO, progress payments being allowed upon agreement of the Parties. Suppliers must therefore clearly specify in their proposals if they offer the payment terms different from those of UNIDO.

20. Marking of Envelope

As provided in paragraph 3 above, your proposal shall be submitted in a sealed envelope, in one (1) original and two copies.

The sealed envelope with your offer shall be marked as follows:

Request for Proposal No: RFP No. 16001885
UNIDO Project No. MP/IND/08/009
Preparation of HCFC Phase-out Management Plan in the Transportation Refrigeration and Air-conditioning Manufacturing Sector in India
Closing Date: 7 July 2009
Do not open before the Closing Date

IMPORTANT NOTE: PLEASE ENSURE THAT IN PREPARING YOUR OFFER THE INSTRUCTIONS IN PARAGRAPH 3 OF THIS RFP FOR SUBMISSION OF THE PROPOSAL. IN CASE YOUR OFFER IS NOT SUBMITTED IN LINE WITH THESE INSTRUCTIONS IT MAY BE REJECTED.

21. Proprietary Information

It is understood that this RFP is confidential and proprietary to UNIDO, contains privileged information, part of which may be copyrighted, and is received by suppliers on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UNIDO, except that the supplier may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining proposals from them. Notwithstanding the other provisions of this RFP, suppliers will be bound by the contents of this paragraph whether or not their company submits a proposal or responds in any other way to this RFP.

22. Rejection of Proposals and Split Awards

UNIDO reserves the right to reject any and all proposals if they are, inter alia:

- Received after the deadline stipulated in the RFP;
- Not properly marked or addressed as required in the RFP;
- Delivered to another UNIDO office than the one required in the RFP;
- Transmitted by facsimile unless specifically indicated in the RFP;

- Contains an alternate proposal;
- Or not otherwise in compliance with this RFP.

UNIDO also reserves the right to split an award requirements between any suppliers in any combination, as it may deem appropriate. If the proposal is to be submitted on an "all or none" basis, it should clearly state as so in this RFP.

23. Request for Information

All questions, whether technical or contractual, should be directed in writing as follows:

- a) By letter:
To the address shown in paragraph 3) above
- b) By fax and/or e-mail to:
Ms. Z.Pinjo Dzgal, Contracts Officer
Telefax: (00431) 26026 6815 or 6816
E-mail: z.pinjo-dzgal@unido.org

UNIDO will respond in writing to any request for clarification of this RFP, which is received no later than two (2) weeks prior to the deadline for the submission of proposals. The clarifications requested beyond this date will not be entertained by UNIDO. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all suppliers who have indicated their intent to offer by submitting a completed Supplier's Response Sheet.

24. Costs of Preparation of the Proposal

This RFP does not commit UNIDO to pay any costs incurred in the preparation or submission of proposals, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or supplies. The suppliers shall bear all the costs associated with the preparation and submission of the proposals, and UNIDO will not in any case be responsible or liable for those costs, regardless of the conduct or outcome of this competitive exercise.

STATEMENT OF CONFIRMATION

On behalf of (insert name of company or institution): _____, I
Hereby attest and confirm that the company/organization:

- a) Possesses the legal status and capacity to enter into legally binding contracts with UNIDO for the supply of equipment, supplies, services or work.
- b) Is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a Court or Judicial Officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) Has fulfilled all its obligations to pay taxes and social security contributions.
- d) Has not, and that its Directors and Officers have not, within the last five years been convicted of any criminal offence related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) Pursues zero tolerance policy to all forms of corruption, including extortion and bribery.
- f) That UNIDO, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the company/institution from any further participation in its procurement proceedings.
- g) That UNIDO shall have the right to disqualify the company/institution from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of UNIDO a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by UNIDO in connection with a procurement proceeding.

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____