



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Reference: AO/MP

Date: 19 June 2009

INVITATION TO BID (ITB) No. 15002554 AO/MP

Project No: MP/ROM/06/005 – TERMINAL PHASE-OUT MANAGEMENT PLAN OF CTC PRODUCTION/CONSUMPTION FOR PROCESS AGENT USES

1. The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO), in agreement with the EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL and the GOVERNMENT OF ROMANIA (hereinafter referred to as the "Government"), hereby invites you to submit your written bid for **two (2) phosgene condensers** for the above project, in accordance with this document and Appendixes 1 to 6 thereto.

To ensure consideration, your bid must reach the address and office indicated in paragraph 5 below by **17 July 2009**, close of business (5 p.m. Vienna time). It is the *sole* responsibility of the bidders to ensure that the envelope/package containing their Bid reaches the address and office indicated below before the time and date stated above.

Delivery to any UNIDO office other than that stated in this ITB will be at the risk of bidder and will not constitute timely delivery. **Bids received after the above-mentioned deadline will be invalidated.**

2. Bids must be submitted strictly using the attached Bid Form, Appendix 2A, in one (1) original and two (2) copies, clearly marked "Original Bid" and "Copy of Bid". In the event of any discrepancy between them, the original shall govern.

3. When preparing your Bid you should comply with and follow the **Instructions for the Preparation and Submission of Bids**, Appendix 1.

4. You should accustom yourself with UNIDO qualification requirements and evaluation criteria specified in Appendix 3 to this ITB. **Please note that only the bidders who meet UNIDO qualification requirements and evaluation criteria will be considered for a contract.**

5. Your bid must be clearly marked and addressed as follows:

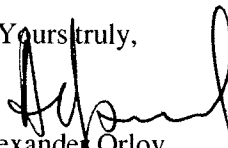
**United Nations Industrial Development Organization (UNIDO)
Procurement Services Unit/OSS/PSM (Attn. Mr. Alexander Orlov)
Wagramer Strasse 5, P.O Box 300, A-1400 Vienna
Austria
Invitation to Bid (ITB) No. 15002554 AO/MP
UNIDO Project: MP/ROM/06/005 – TERMINAL PHASE-OUT
MANAGEMENT PLAN OF CTC PRODUCTION/CONSUMPTION FOR
PROCESS AGENT USES
Closing Date: 17 July 2009
Do not open before the Closing Date**

6. The terms set forth in this ITB and its appendixes, including the Technical Specifications and UNIDO General Conditions of Purchase Contract, will form a part of any contract should UNIDO accept your Bid. Any such contract will require compliance with all factual statements and representations made in the Bid, subject to any modifications to the Bid agreed to by UNIDO in the context of negotiations, should negotiations be entered into.

7. Any requests for clarifications, additional information, etc., relating to this ITB must be addressed in writing to the Procurement Services Unit/OSS/PSM (Attn. Mr. Alexander Orlov). **If despite the above instruction additional information and clarifications are obtained by the bidder from other sources, the bidder will be disqualified and its bid rejected.**

8. UNIDO will respond in writing to any request for clarification, which is received no later than two (2) weeks prior to the deadline for the submission of bids. **The clarifications requested beyond this date will not be entertained by UNIDO.** UNIDO will send copies of its response to relevant queries (including an explanation of the query but without identifying the source of inquiry) **to all bidders who submitted a completed Acknowledgment Copy, indicating their intent to Bid.**

Yours truly,



Alexander Orlov

On behalf of the Chief, Procurement Services Unit
Operational Support Services Branch
Programme Support and General Management Division
UNIDO

Enclosures

Appendix 1: Instructions for the Preparation and Submission of Bids

Appendix 2A: Bid Form

Appendix 2B: Technical Specifications

Appendix 3: Qualification Requirements and Evaluation Criteria

Appendix 4: Form of Purchase Order Contract with Annexes

Appendix 5: Financial Statement and Certification

Appendix 6: Acknowledgement Copy

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

Appendix 1

1. **PREPARATION AND CONTENTS OF BID**
Bids shall be prepared and submitted in accordance with the following instructions under paragraphs 2-28.
2. **LANGUAGE OF BID**
Your Bid and all correspondence and documents relating to it shall be written in the English language.
3. **FORMAT AND SIGNING OF BID**
Your Bid must be prepared strictly using the attached Bid Form (Appendix 2A). Your Bid must be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of your organization. The Bid 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 Bid shall initial such corrections.
4. **SIGNATURE OF THE BID**
An official legally authorized to enter into contracts on behalf of your company/organization must sign your Bid.
5. **SUPPLIER'S STATEMENTS AND INFORMATION**
You must submit together with the completed Bid Form the statements and information mentioned below. Please note that these statements and information are mandatory and your Bid will be rejected in the event these statements and information have not been provided.
 - i) **A statement of your company/organization's capacity of operations including company description, structure and number of employees, practical experience in the required equipment (see enclosed Technical Specifications, Appendix 2B),** with relevant references to the requirements similar to those constituting the object of this ITB, size of the executed projects and scope of the performed work. In your Bid 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).
 - ii) **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).
 - iii) **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;
 - iv) **A statement** that you have carefully reviewed the Purchase Order Form and Annexes to it (Appendix 4 to ITB) 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 (if any) 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 as Appendix No. 5). Certification shall be normally provided by your bank, or insurance company, or auditors, or any other authority (e.g., your Chief Executive Officer, Financial Director, etc.) customarily providing such certification according to the laws of your country.
 - vii) **A statement** that your Bid is valid for a minimum period of 120 days from the date of the Bid. Once your Bid is accepted during this period, the price quoted in your Bid must remain unchanged for the entire period of the resulting contract unless otherwise specified in this ITB.

6. **STATEMENT OF CONFIRMATION**
It is a requirement that Bidders complete, sign and return with their Bid, the Statement of Confirmation, on page 7 of these instructions.
7. **CATALOGUES, TECHNICAL LEAFLETS, MANUALS ETC.**
Include in your Bid catalogues, technical leaflets, manuals etc., pertinent to the goods subject to this ITB and any other information you may consider appropriate. However, unnecessarily elaborated brochures and other presentations beyond that sufficient to present complete and effective Bid are not encouraged.
8. **INFORMATION ON YOUR SERVICE AND TRAINING FACILITIES**
Provide in your Bid information on your service and training facilities, if any, in the country of the project, including spare parts depots, repair shops, training centers, etc.
9. **TOTAL PRICE AND UNIT PRICES**
i) You should indicate **your best firm fixed total price and unit prices in US Dollars** for the requirement in accordance with the Bid Form (Appendix 2A to ITB). Please note that prices for equipment, parts and supplies shall be normally quoted **DDU, Ramnicu Valcea, Romania (INCOTERMS 2000)**, unless otherwise indicated.
ii) **Indicate** separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
10. **WARRANTY**
You **must** provide information on the warranty applicable to the offered goods. Warranty must be for a minimum period of 24 months from the date of receipt of equipment at Olchim's stores or 18 months from the date of commissioning, whichever is later.
The Supplier shall warrant that the goods supplied by him, his subcontractor(s) and/or sub-suppliers shall be new and free from defects in workmanship, materials and design. The Supplier shall commit that in case it has been selected, it will repair or replace at his own expense and as soon as practicable any of the goods which, within the warranty period, prove to be defective as mentioned above or as a result of any erroneous or inadequate engineering drawings, technical specifications and/or operating instructions of the Supplier. **These requirements will be incorporated in any purchase order contract resulting from this ITB.**
11. **SPARE PARTS**
Please see Technical Specifications (Appendix 2B).
12. **COUNTRY OF ORIGIN**
Indicate in your Bid the country of origin or assembly of all items offered.
13. **ACKNOWLEDGMENT COPY INFORMATION OF BIDDING STATUS**
You are kindly requested to return the enclosed Appendix 6 – Acknowledgement 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 Bid prior to the designated closing date for receipt of Bids.
14. **COMPLETENESS OF BID**
You are expected to examine all instructions, forms, terms and specifications of this ITB and its Appendixes. Your Bid 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 supply the goods specified satisfactorily. Failure to furnish all information required by this ITB or submission of a Bid not substantially responsible to the ITB in every respect will be at the Supplier's risk and may result in the rejection of its Bid.

15. CORRECTNESS OF BID

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 Bid 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 Bid.

16. TYPE OF CONTRACT

A firm, fixed price is contemplated for the purchase contract, covering all the inputs required as stated in the Technical Specifications, Appendix 2B, and in the Purchase Order Form, Appendix 4.

17. WITHDRAWAL AND MODIFICATION OF BIDS

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

18. EVALUATION PROCEDURE AND ACCEPTANCE OF BIDS

All Bids that are submitted in response to this ITB 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 qualification and evaluation criteria specified in Appendix 3. **The contract will be awarded to the qualified Supplier whose Bid conforms to requirements set forth in this ITB and offers 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 Bid that fully meets the technical requirements, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.

19. NO COMMITMENT

This ITB does not commit UNIDO to award a contract. UNIDO reserves the right to accept or reject any Bid(s), or annul this ITB and reject all Bids, 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 ITB 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 Bid 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 ITB contains no contractual offer of any kind; any Bid submitted will be regarded as an offer by the Supplier and not as an acceptance by the Supplier of any offer 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.

20. CONTRACT AWARD

UNIDO will notify the successful Supplier in writing by fax that its Bid 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 Bid, due to the confidential and proprietary character of such information. Any queries of unsuccessful suppliers to this respect will not be entertained by UNIDO.

21. 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.

22. CONTRACT BASIC TERMS AND CONDITIONS

Except as otherwise required by the circumstances of the case, the contract for the goods subject to this ITB will be based upon the terms and conditions of the following Purchase Order Form and Annexes, attached to the ITB as Appendix 4:

Purchase Order Form

Annex A: UNIDO General Conditions of Purchase Contract

Annex B: Specification of Supply

23. PAYMENT

The Financial Regulations and Rules of UNIDO preclude payment by Letters of Credit. Such provision in a Bid 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. Supplier must therefore clearly specify in their Bids if they offer the payment terms different from those of UNIDO.

24. PROPRIETARY INFORMATION

It is understood that this ITB 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 suppliers may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining Bids from them. Notwithstanding the other provisions of this ITB, suppliers will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

25. REJECTION OF BIDS AND SPLIT AWARDS

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

- Received after the deadline stipulated in the ITB;
- Not properly marked or addressed as required in the ITB;
- Delivered to another UNIDO office than the one required in the ITB;
- Transmitted by facsimile or e-mail unless specifically indicated in the ITB;
- Contain an alternate Bid;
- Or not otherwise in compliance with this ITB.

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

26. RETENTION OF UNSUCCESSFUL BIDS

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

27. VALIDITY OF BIDS

Bids shall remain valid for no less than 120 days from closing date of this ITB.

28. COSTS OF PREPARATION OF THE BID

This ITB does not commit UNIDO to pay any costs incurred in the preparation or submission of Bids, 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 Bids, 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/institution:

- 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: _____