

## **INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS**

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1. **PREPARATION AND CONTENTS OF BID**  
Bids shall be prepared and submitted in accordance with the following instructions:
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 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**
  - i) A statement of your company/organization's capacity of operations including company description, structure and number of employees, practical experience in the supply and provision of related services as described in the Technical Specifications, Appendix 7, 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). – if applicable
  - iii) A statement that you have carefully reviewed the Purchase Order Form and Annexes to it (Appendix 1 to ITB) and are in agreement with its terms and conditions.
  - iv) 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 (Geschäftsführer), Financial Director, etc.) customarily providing such certification according to the laws of your country.
  - v) A statement that your Bid is valid for a minimum period of 3 months 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 you complete, sign and return with your Bid, the Statement of Confirmation, on page 5 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.

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**8. TOTAL PRICE AND UNIT PRICES**

a) You should indicate your **best firm fixed total price** and **unit prices** in EURO for (please indicate separately):

i) **Equipment, parts and supplies as per the Technical Specifications (Appendix 7 to ITB).**

Please note that prices for equipment, parts and supplies shall be normally quoted **DDU, VIC, Vienna, Austria (INCOTERMS 2000)**, unless otherwise indicated.

b) **Indicate** separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.

**9. WARRANTY**

You *must* provide information on the warranty applicable to the offered goods. **Warranty must be for a minimum period of twenty four (24) months, starting from the date of the Certificate of Inspection and Acceptance.**

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.**

**10. SPARE PARTS**

In the event spare parts are normally delivered with the equipment but are not mentioned in the Specification, please include in your Bid the minimum quantity of spare parts required for two years of operation.

**11. COUNTRY OF ORIGIN**

Indicate in your Bid the country of origin or assembly of all items offered.

**12. 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.

**13. 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 7** and in the Purchase Order Form, Appendix 4.

**14. NO COMMITMENT**

This ITB does not commit UNIDO to award a contract. UNIDO reserves the right to accept or reject your Bid, or annul this ITB, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier or any obligation to inform the affected Supplier 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;

This ITB contains no contractual offer of any kind; No contractual relationship will exist except pursuant to a written contract document signed by the authorized official of UNIDO and the authorized company representative (in case of successful bid).

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15. **CONTRACT AWARD**  
UNIDO will notify your company in writing by fax or e-mail if your Bid has been accepted.
16. **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
17. **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.
18. **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.
19. **VALIDITY OF BIDS**  
Bids shall remain valid for no less than 3 months from closing date of this ITB.
20. **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.
21. **The ITB (Invitation to Bid) with reference number: 12000727 AO/VS can also be found on the UNIDO Procurement Web Site: <http://www.unido.org> and on the UNGM Web site: <http://www.ungm.org/Notices/>**

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**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: \_\_\_\_\_