



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Ref.: CMO/OSS/PRO 7000002911-MD/LCF

Date: 16 April 2018

**Subject: Invitation to Bid (ITB) No. 7000002911-MD/LCF
Long Term Agreement for Room air-conditioning (RAC) tools (Ex-Works)**

Dear Sirs,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO), hereby invites you to submit a written offer for the **establishment of a Long Term Agreement for Room air-conditioning (RAC) tools (Ex-Works) as defined in the Technical Specifications (Appendix 1 to this ITB) and related documents attached hereto.**

1. Closing Date

To ensure consideration, your complete, detailed sealed bid consisting of the **TWO SEPARATE SEALED ENVELOPES (ONE WITH TECHNICAL BID AND THE OTHER WITH THE COMMERCIAL BID)** shall reach the address indicated in sub-paragraph 3(b) by **25 May 2018, 16.00 hrs Vienna time.**

It is the sole responsibility of the bidders to ensure that the sealed envelopes/package containing their Bid reaches the address and office indicated before the time and date stated above.

Bids must be delivered to the designated address during UNIDO working hours from 9:00 a.m. to 4:00 p.m., Monday through Friday except for UNIDO holidays. Delivery to any UNIDO office other than that indicated in sub-paragraph 3(b) will be at the risk of bidder and will not constitute timely delivery. **The bids received after the above-mentioned deadline will be invalidated.**

2. GENERAL

- a) This ITB is for the complete package of technical services and supply of equipment with necessary supervision and backstopping as required in the Technical Specifications which are attached hereto as Appendix 1.
- b) The terms set forth in this ITB, including the contents of the Technical Specifications, UNIDO General Conditions 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.
- c) Your Bid 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 Bid shall clearly and concisely respond to all points set out in this ITB. Any Bid, which does not fully and comprehensively address this ITB, will be rejected.
- d) You should strictly adhere to all requirements of this ITB. No changes, substitutions or other alterations to the technical specifications of requirements stipulated in this ITB will be accepted unless approved in writing by UNIDO.

- e) **In order to be considered for the contract your company/organization 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 Technical Specifications will be an important factor in awarding a contract.

We look forward to receiving your bid.

Yours truly,



Michael Detlefsen
Chief

Procurement Services Division/OSS/CMO

In case you have not yet registered via the UN procurement database UNITED NATIONS GLOBAL MARKET PLACE (UNGM) www.ungm.org you are kindly asked to register your company/organization prior to submitting your proposal. The UNGM is a UN wide platform used by most UN agencies for their company registration. The system will guide you through all the steps required to complete the application which will be then reviewed by UNIDO and confirmed accordingly (also on-line).

This ITB is also posted on the UNIDO web site <http://www.unido.org> in the procurement notices section.

Enclosures

- Appendix 1: Technical Specifications
- Appendix 2: Qualification Requirements and Evaluation Criteria
- Appendix 3: Model Contract
Annex A: UNIDO General Terms and Conditions
Annex B: Privileges and Immunities
- Appendix 4: Financial Statement and Certification
- Appendix 5: Acknowledgement Form
- Appendix 6: Mandatory Statements and mandatory Information/Documentation for the Technical Proposal
- Appendix 7: Detailed Bid Sheets (Commercial Bids)

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

1. Preparation and Submission 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

- (a) Your Bid must be submitted in **TWO (2) SEPARATE SEALED ENVELOPES**, one of which shall contain the **Technical Bid without price(s) and commercial terms**, while the other shall contain the **Commercial Bid with price(s) and commercial terms**.

The Technical and Commercial Bids must be submitted in one (1) original and one (1) copy each, clearly marked "Original Bid" and "Copy of Bid".

In the event of any discrepancy between them, the original shall govern.

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 bidder, in which case the person or persons signing the bid shall initial such corrections.

- (b) Mailing Address and Closing Date

Your Bid must be submitted to the following address:

**United Nations Industrial Development Organization (UNIDO)
Procurement Services Division/OSS/CMO (Attn.: Mr. M. Dethlefsen/ Mr.
L.Chaar-Ferreira)
Wagramer Strasse 5
A-1220 Vienna
AUSTRIA**

- (c) Preparation of the Bid

Your Bid should consist of a Technical and a Commercial Part and contain, but not necessarily be limited to, the following information:

TECHNICAL BID (to be submitted in a separate sealed envelope without price information).

Documents to be included:

The Technical Proposal must contain, but not necessarily be limited to, the following information:

- (i) **Cover letter;**
- (ii) **Duly filled in and signed Technical Specifications;**
- (iii) **Signed Mandatory Statements and mandatory Information/Documentation for the Technical Proposal (Appendix 6, Technical Part);**

- (iv) Annual Financial Statements: **A certified copy of the Financial Statements** for the last 2-3 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;
- (v) Signed completed **Financial Statement and Certification** (Appendix 4);
- (vi) Signed **Statement of Confirmation** (paragraph 4 refers).
- (vii) **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).
- (viii) **Catalogues, technical leaflets, manuals etc.** pertinent to relevant equipment including the main elements of systems and installations (in case the scope of Work includes delivery of equipment);

COMMERCIAL BID (to be submitted in a separate sealed envelope)

The Commercial Bid must contain, but not necessarily be limited to, the following information:

- (i) Your **best firm fixed price in United States Dollar** to complete the proposed work. The offers not expressed in United States Dollar will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening of the bid and the resulting United States Dollar price will be used for price comparison and in the contract.
Please note that prices for equipment, parts and supplies shall be quoted Ex-works (EXW, INCOTERMS 2010).
- (ii) A **detailed cost breakdown of the firm, fixed price** referred to in above sub-paragraph, **strictly in the format provided in the Detailed Bid Sheet/Commercial Bid (Appendix 7)**.
Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
- (iii) **Signed Mandatory Statements and mandatory Information/ Documentation for the Commercial Proposal** (Appendix 6, Commercial Part).

4. Statement of Confirmation

It is a requirement that Bidders complete, sign and return with their Bid, the Statement of Confirmation, on the last page of these instructions. The Statement of Confirmation shall be included in the envelope with the Technical Bid.

5. Acknowledgment Form Information of Bidding Status

You are kindly requested to return the attached Appendix 5, Acknowledgment Form, 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.

6. Retention of 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.

7. Completeness of Bid

You are expected to examine all instructions, forms, terms and specifications in this ITB. 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 perform the Work specified satisfactorily. Failure to furnish all information required by the ITB or submission of a Bid not substantially responsive to the ITB in every respect will be at the bidders risk and may result in the rejection of its Bid.

8. Correctness of the 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 bidder 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 bidder through any sources of its choice. Any inaccurate information given may lead to a rejection of the Bid.

9. Period of Contract Service, Work Plan and Bar Chart (if applicable)

The overall time period for the delivery of goods and completion of the services is indicated in Appendix 1. In cases where it is expressly required in the Technical Specifications, your Bid must include a time schedule for the completion of the proposed Work.

10. Technical Meeting at the Work-Site (if applicable)

The Contractor's Team Leader will be required to visit the Work-Site for a Technical meeting prior commencement of the Work;

Your proposed price should take into consideration all the above.

11. Reports (if applicable)

UNIDO will require the design plans and reports required as a result of the services performed in line with the Technical Specifications (Appendix 1) and Model Contract (Appendix 3).

12. Type of Contract

A firm, fixed price is contemplated for the contract, covering all the inputs required of the Contractor as stated in the Technical Specifications, Appendix 1 and in the Model Contract, Appendix 3.

13. Withdrawal and Modification of Bids

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

14. Evaluation Procedure/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 evaluation criteria specified in Appendix 2.

The envelopes containing Technical Bids will be opened first and the Bids compared against the qualification requirements and technical evaluation criteria set out in Appendix 2 to this ITB. After completion of the technical evaluation UNIDO will open and evaluate only those Commercial Bids, which correspond to the offers that have been found substantively responsive and compliant with the ITB requirements.

UNIDO will not open and evaluate the sealed envelopes with the Commercial Bids corresponding to the bids that have been found not substantively responsive and compliant. These bids will be discarded.

The contract will be awarded to the qualified bidder(s) 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 the decision. UNIDO reserves the right to negotiate with the bidder 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.

15. 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 bidder(s) or any obligation to inform the affected bidder(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 (if the bid is to be submitted on an "all or none" basis, it should clearly state as so in this ITB); to add new considerations, information or requirements at any stage of the procurement process, including during negotiation with bidders; 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 proposal of any kind; any Bid submitted will be regarded as an offer by the bidder and not as an acceptance by the bidder 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.

16. Contract Award

UNIDO will notify the successful bidder(s) in writing by fax that its Bid has been accepted. Upon the successful bidders confirmation of acceptance of the contract award and conclusion of the contract, UNIDO will notify each unsuccessful bidder. The notification to the unsuccessful bidders will not contain any information concerning other bidders and their prices, including that of the successful offer, due to the confidential and proprietary nature of such information. Any queries from unsuccessful bidders in respect to this will not be entertained by UNIDO.

17. Signing of Contract(s)

After the successful bidder(s) acceptance of the UNIDO contract award, UNIDO will send to them the contract documents incorporating all agreements between the parties. The successful bidder 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 requirements, 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 3:

Model Contract

Annex A: UNIDO General Terms and Conditions

Annex B: Privileges and Immunities

19. Payment

Payment will be normally made in accordance to the stipulated in each Call-off order/Purchase Order. 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. Bidders must therefore clearly specify in their Bids if they offer the payment terms different from those of UNIDO.

20. Marking of Envelope

As provided in paragraph 3 above, your bid shall be submitted in two separate (2) sealed envelopes, one of which containing one (1) original and one (1) copy of the Technical Bid (without prices and commercial terms), the other containing one (1) original and one (1) copy of the Commercial Bid (with prices and commercial terms).

The sealed envelope with a technical offer shall be marked:

Invitation to Bid (ITB) No. 7000002911 – Technical Offer
Long Term Agreement for Room air-conditioning (RAC) tools (Ex-Works)
Closing Date: 25 May 2018
Do not open before the Closing Date

The sealed envelope with a commercial offer shall be marked:

Invitation to Bid (ITB) No. 7000002911 – Commercial Offer
Long Term Agreement for Room air-conditioning (RAC) tools (Ex-Works)
Closing Date: 25 May 2018
Do not open before the Closing Date

IMPORTANT NOTE: PLEASE ENSURE THAT IN PREPARING YOUR BID THE INSTRUCTIONS IN PARAGRAPH 3 CONCERNING SUBMISSION OF THE TECHNICAL (WITHOUT PRICES) AND COMMERCIAL (WITH PRICES) BIDS IN SEPARATE SEALED ENVELOPES BE STRICTLY FOLLOWED. IN THE EVENT YOUR OFFER IS NOT SUBMITTED IN TWO SEPARATE ENVELOPES AND/OR YOUR TECHNICAL BID CONTAINS PRICE INFORMATION, YOUR OFFER WILL BE REJECTED.

21. 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 bidders 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 bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining Bids from them. Notwithstanding the other provisions of this ITB, bidders 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.

22. 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 unless specifically indicated in the ITB;
- Or not otherwise in compliance with this ITB.

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

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(b) above;
- b) By fax and/or e-mail to:
Mr. M. Dethlefsen and Mr. L. Chaar Ferreira
Telefax: +43-1-26026 4656
E-mail: M.Dethlefsen@unido.org or L.Chaar-ferreira@unido.org

UNIDO will respond in writing to any request for clarification of this ITB, which is received no later than five (5) days prior to the deadline for the submission of Bids. 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 bidders who have indicated their intent to submit an offer.

24. 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 bidders 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/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: _____