



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Ref.: CMO/OSS/PRO/CZ/mp

Date: 20 April 2020

**Subject: Invitation to Bid (ITB) No. 1100139334/CZ/mp
New emergency lighting systems in the staircases and office floors including the replacement of the outdated electrical installations at the Vienna International Centre (VIC)**

Dear Sirs,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO), hereby invites you to submit a written offer for the provision of services, equipment and supply related to **a new emergency lighting systems in the staircases and office floors including the replacement of the outdated electrical installation** (hereinafter referred to as "the Work") at the Vienna International Centre (hereinafter referred to as "the VIC") as defined in the Specifications of Work and Supply (Appendix 1) and related documents attached hereto.

1. Closing Date

To ensure consideration, your complete, detailed sealed bid consisting of **TWO SEPARATE SEALED ENVELOPES (ONE WITH TECHNICAL BID AND THE OTHER WITH THE COMMERCIAL BID)** *[DAS TECHNISCHE ANGEBOT UND DAS PREISANGEBOT MÜSSEN JEWEILS VONEINANDER GETRENNT ABGEGEBEN WERDEN - UND ZWAR JEDES IN EINEM EIGENEN VERSCHLOSSENEN KUVERT]* should reach the address indicated in sub-paragraph 3(b) by **27 JUNE 2020, 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 with necessary supervision and backstopping. It covers a total organizational responsibility as required by the Specifications of Work and Supply dated April 2020, which are attached hereto as Appendix 1.
- b) The terms set forth in this ITB, including the contents of the Specifications of Work and Supply and related documents, UNIDO General Conditions etc. 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 carry out the work and complete it strictly in accordance with the time frame contained in the Specifications of Work and Supply will be an important factor in awarding a contract.

YOU MUST VISIT, at your own cost, **THE WORK SITE latest 7 working days (= 18 June 2020) PRIOR TO THE SUBMISSION OF THE BID** in order to be acquainted with the work site and to collect information and data required for the preparation of the bid. However, voluntary site visits are possible. [Note: the VIC is presently closed – tentatively until 30 April 2020 due to the corona virus measurements – site visits will be arranged thereafter depending on the developments and/or additional measures taken].

- g) **[Eine BESICHTIGUNG DER ÖRTLICHKEITEN, auf eigene Kosten, IST FÜR DIE ANGEBOTSLEGUNG BIS SPÄTESTENS 18. JUNI 2020 VERPFLICHTEND.**
[Bitte beachten: die UNO-CITY ist auf Grund der Cornovirus Massnahmen derzeit bis zunächst 30. April 2020 geschlossen ist – Besichtigungstermine können erst danach bzw. im Falle einer weiteren Verschiebung dieses Termins, abgestimmt und durchgeführt werden].

PLEASE NOTE THAT THE GERMAN TEXT IN THIS LETTER IS SIMPLY A TRANSLATION FROM ENGLISH OF THE UNIDO REQUIREMENTS AND CONTAINS NO ADDITIONAL INFORMATION!

We look forward to receiving your bid.

Yours truly,



Claudia Ziniel
 Procurement Officer
 on behalf of the Chief
 Procurement Services Division
 Department of Operational Support Services
 Directorate of Corporate Management and Operations

Enclosures

- Appendix 1: Technical Description
Specifications of Work and Supply TECHNICAL Part
Drawings etc.
Specifications of Work and Supply COMMERCIAL Part
plus "Datenträger" (.only format)
- Appendix 2: Qualification Requirements and Evaluation Criteria
- Appendix 3: Model Contract
Annex A: UNIDO General Terms and Conditions
Annex B: Packing and Marking of Shipment
Annex C: Performance Bank Guarantee
- Appendix 4: Financial Statement and Certification
- Appendix 5: Acknowledgement Form
- Appendix 6: Mandatory Statements and Information to be provided with the bid
Separately for Technical Part and Commercial Part
- Appendix 7: Confirmation of Site Visit

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**.

[Ihr technisches und kommerzielles Angebot muessen getrennt voneinander, also in ZWEI (2) VERSCHLOSSENEN KUVERTS abgegeben werden, das heisst: ein separates verschlossenes Kuvert mit dem Technischen Angebot ohne Preisangaben und Geschäftsbedingungen; und ein zweites separates verschlossenes Kuvert mit dem Kostenangebot und Geschäftsbedingungen].

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".

[Jedes der beiden Angebote ist in 2-facher Ausführung (ein Original und eine Kopie) zu erstellen, wobei das Original mit "ORIGINAL BID" und die Kopie mit "COPY OF BID" zu kennzeichnen sind.]

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.

PARTIAL BIDS ARE NOT ACCEPTED.

- (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.: Ms. C. Ziniel, Room No. D-2011)
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) *[das Technische Angebot ist in einem separat verschlossenem Kuvert ohne Preisangaben und Geschäftsbedingungen abzugeben].*

Documents to be included:

- (i) Cover letter;

- (ii) **Duly filled in and signed Specifications of Work and Supply (TECHNICAL PART) plus BMS General Conditions (signed page 19) (Appendix 1).**
- (iii) **Signed Mandatory Statements and Information/Documentation for the TECHNICAL BID (Appendix 6, Technical Part);**
- (iv) **Annual Financial Statements: A certified copy of the Financial Statements [Bilanzen + G&V] 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;**

Companies/organizations from Austria may attach the KSV 1870 'Unternehmensprofil Standard' which includes the above requested information (Bilanzdaten as well as G+V figures[if applicable]);
- (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);**
- (ix) **Completed "Datenträger" without prices saved on USB stick**

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 Euro to provide the proposed services.** The offers not expressed in Euro 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 Euro price will be used for price comparison and in the contract.
Please note that prices for equipment, parts and supplies shall be quoted DAP (INCOTERMS 2000) VIC, Vienna, Austria.
- (ii) **A detailed cost breakdown of the firm, fixed price referred to in above sub-paragraph, strictly in the format provided in the Specifications of Work and Supply (COMMERCIAL PART – Appendix 1).**
Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
- (iii) **Signed Mandatory Statements and Information/ Documentation for the COMMERCIAL BID (Appendix 6, Commercial Part).**
- (iv) **Completed "Datenträger" with prices saved on USB stick**

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 responsible 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

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

10. Briefing and De-briefing at UNIDO Headquarters

The Contractor's Team Leader may be required to visit UNIDO Headquarters for:

- Briefing prior commencement of the Work;
- De-briefings, as considered appropriate by UNIDO and the Contractor.

Your proposed price should take into consideration all the above.

11. Reports

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

12. Type of Contract

A firm, fixed price, with possibility of price adaption as per para 3, is contemplated for the contract, covering all the inputs required of the Contractor as stated in the Specifications of Work and Supply, 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 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 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.

UNIDO reserves the right to publish the successful supplier (i.e. Contractor name) and Total Contract Amount etc. in line with UNIDO's rules and regulation.

17. Signing of Contract

After the successful bidders 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: Packing and Marking of Shipments

Annex C: Performance Bank Guarantee.

19. Payment

Payment will be normally made in accordance with Section 3.5 of the Model Contract, Appendix 3. 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).

[Das Technische und das Kommerzielle Angebot muessen in zwei getrennten, verschlossenen Kuverts abgegeben werden. Das Kuvert mit dem Technischen Angebot enthaelt das Original mit einer Kopie (ohne Preisangaben und Geschaeftsbedingungen), das Kuvert mit dem Kommerziellen Angebot beinhaltet das Original und eine Kopie des Kostenangebotes (mit Preisangaben und Geschaeftsbedingungen).]

The sealed envelope with the **TECHNICAL BID** shall be marked:

Invitation to Bid No: 1100139334/CZ/mp

New emergency lightening systems and replacement of outdated electrical installations at the VIC

TECHNICAL BID

Closing Date: 27 June 2020

Do not open before the Closing Date

The sealed envelope with the **COMMERCIAL BID** shall be marked:

Invitation to Bid No: 1100139334/CZ/mp

New emergency lightening systems and replacement of outdated electrical installations at the VIC

COMMERCIAL BID

Closing Date: 27 June 2020

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 e-mail to:
Ms. C. Ziniel or Ms. M. Petrovsky
Telefax: +43-1-26026 6815
E-mail: c.ziniel@unido.org or m.petrovsky@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.
- h) Does not have any conflict of interest such as the following:
 - i. None of the bidder's key personnel is associated - financial, family, employment wise - with concerned UNIDO officials, UNIDO experts/consultants recruited under the relevant project;
 - ii. no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the offer, have been given, received, or promised in connection with the subject ITB;
 - iii. company and/or its affiliates did not participate in the preparation of the concerned procurement process, its design or the bidding documents, including, but not limited to, the technical specifications, terms of reference, and the scope of works, being subsequently used by UNIDO;
 - iv. the company directly or indirectly controls, is controlled by or is under common control with another bidder;
 - v. receives or has received any direct or indirect subsidy from another bidder;
 - vi. has the same legal representative as another bidder;
 - vii. has a relationship with another bidder, directly or through common third parties (except declared sub-contractors), that puts it in a position to influence the bid of another bidder, or influence the decisions of UNIDO regarding the bidding process;
 - viii. submits more than one bid in the bidding process, for example, on its own and separately as a joint venture partner (except as declared sub-contractor) with another bidder. A bidder's submission of more than one bid (except as declared sub-contractor) will result in the disqualification of all bids in which such bidder is involved; or
- i) The company is not debarred from business with the United Nations and other organizations;

Name (print): _____
Title/Position: _____
Place (City and Country): _____

Signature: _____
Date: _____