



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

VIENNA INTERNATIONAL CENTRE
PO BOX 300, A-1400, VIENNA, AUSTRIA

TELEPHONE: (+43 1) 26026-5159 FAX: (+43 1) 26026-6815

<http://www.unido.org>

E-mail: unido@unido.org

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

Date: 12 October 2020

**Subject: Request for Proposal (RFP) No. 1100145900/CZ/mp (RFx no. 7000004487)
Provision of consultancy services related to replacement of the CAFM (Computer Assisted Facility Management) System in the Vienna International Centre**

Dear Sirs,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invites you to submit a written proposal for the provision of **consultancy services related to replacement of the CAFM (Computer Assisted Facility Management) System in the Vienna International Centre** by applying the concept and approach 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 **30 November 2020** close of business (4 p.m. Vienna time) in our online Procurement Portal.

It is the sole responsibility of the supplier to ensure that the Proposal reaches the address and office indicated before the time and date stated above.

2. GENERAL

- a) This RFP is for provision of consultancy services with necessary supervision and backstopping. It covers a total organizational responsibility as required in the Terms of Reference dated September 2020, which are attached hereto as Appendix 1.
- b) The terms set forth in this RFP, including the contents of the Terms of Reference, 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, financial 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 and Evaluation Criteria 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.
- g) **A MANDATORY 'SITE VISIT', on-site (at your own cost) or on-line must be carried out at the latest 4 working days (= 25 November 2020) PRIOR TO THE SUBMISSION OF THE PROPOSAL** to collect information and data required for the preparation of the proposal (the form 'Confirmation of Site Visit' Appendix 7, shall be duly filled and signed and attached).
- h) **Confidentiality and Non-Disclosure Agreement:**
Bidders having carried out the above indicated mandatory 'site visit' (on-site or via video conference or similar) and who have confirmed their participation in the tender exercise via duly signed Acknowledgment Form (Appendix 5) will be provided with an electronic plan data export (via download link) subject subject to having returned to UNIDO Procurement Service Division a duly signed 'Confidentiality and Non-Disclosure Agreement'.

We look forward to receiving your proposal.

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

- Instructions for the Preparation and Submission of Proposals
Appendix 1: Terms of Reference
Appendix 2: Qualification Requirements and Evaluation Criteria
Appendix 3: Model Contract and Annexes
Appendix 4: Financial Statement and Certification
Appendix 5: Acknowledgment Form
Appendix 6: Mandatory Statements and Information
Appendix 7: BID FORM

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

1. Preparation and Submission of Proposal

Proposal shall be prepared and submitted in accordance with the following instructions:

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

PLEASE NOTE:

- (a) UNIDO carries out all tender exercises through our new ERP system. To participate in the subject tender, please submit your offer directly through the appropriate SAP Procurement portal.

If you would like to participate in this tender exercise, you must register with UNIDO as follows:

The following link is for users who want to register for a user account, if new to UNIDO, in order to participate in our bidding exercises:

<https://procurement.unido.org/>

Then click on "Request Bidder Account", complete the request and submit. You will then receive a User ID and Password with which you can enter the SAP Procurement portal.

If you face difficulties in creating / submitting your proposal, please contact our support team tel.: +43 1 260 26 ext. 4608. Our team will assist you 'step by step' in submitting your proposal.

Your Bid must be typed or written in indelible ink and be 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) 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) **Cover letter;**

ii) **Duly filled-in Qualification Requirements and Evaluation Criteria (Appendix 2), signed BID FORM (Appendix 7) as well as documents listed on page 17 (paragraph 4.2) of the Terms of Reference (Appendix 1)**

iii) **Signed Mandatory Statements and Mandatory Information/Documentation (Appendix 6 – Technical Part);**

iv) **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;**

- vi) 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 may also attach a rating report (e.g. KSV 1870 'Unternehmensprofil Standard', CreditReform or similar) which includes the above requested information (Bilanzdaten as well as G+V figures [if applicable]);

- vii) Signed completed **Financial Statement and Certification** (Appendix 4);
- viii) Duly filled- in signed/stamped "**Confirmation of Site Visit**" form (Appendix 7);
- ix) **Signed Statement of Confirmation** (last page of this RFP);

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

- i) Your **best firm fixed price in Euro** to provide the proposed consultancy services. The proposals not expressed in Euro will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening and the resulting Euro price will be used for price comparison and in the contract.
- ii) A **detailed cost breakdown** of the firm, fixed price as indicated in the BID FORM (Appendix 7) – please upload excel form AND signed pdf version.

Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.

- iii) A **statement** that you have **carefully reviewed the Model Contract and Annexes** to it (Appendix 3) and are in agreement with its terms and conditions.
- iv) **Signed Mandatory Statements and Mandatory Information/Documentation** (Appendix 6 – Commercial Part);
- v) 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 the last page of these instructions.

5. **Acknowledgment Form**

You are kindly requested to return the attached Appendix 5, Acknowledgment Form, duly signed by an authorized representative, to UNIDO via 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. 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 3.

10. 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.

11. 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.

12. 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.

13. Contract Award

UNIDO will notify the successful supplier in writing 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.

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 regulations.

14. 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 five (5) days after receipt of the contract documents.

15. 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 3:

Model Contract
Annex A: UNIDO General Terms and Conditions
Annex B: UNIDO Terms of Reference
any other as deemed required

16. Payment

Payment will be normally made in accordance with the Model Contract, Appendix 3. UNIDO reserves the right to withhold 7% of progress payments in case deemed required. 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.

17. 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.

18. 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;
- Delivered to another UNIDO office than the one required in the RFP;
- Transmitted by facsimile unless specifically indicated in the RFP;
- 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.

19. 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. C. Ziniel or Ms. M. Petrovsky
Telefax: + 43 1 260 26 6815 or 6816
E-mail: c.ziniel@unido.org or m.petrovsky@unido.org

UNIDO will respond in writing to any request for clarification of this RFP, which is received no later than three (3) days 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.

20. 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.
- 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: _____

