UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Date: 23 November 2020

Subject: **Invitation to Bid No. 1100147659/CZ/mp – (RFx No. 7000004568)**
Provision of maintenance and on-call services related to multimedia and conference systems in Building M of the Vienna International Centre for a contract duration of initially one (1) year with possibility of further two one-year extensions up to a total of three (3) years

Dear Sirs,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO), hereby invites you to submit a written offer for the **provision of maintenance and on-call services related to multimedia and conference systems** (hereinafter referred to as "the Work") **in Building M** at the Vienna International Centre (hereinafter referred to as "the VIC") for a contract duration of initially one (1) year with possibility of further two one-year extensions, as defined in the Terms of Reference (Appendix 1 to this ITB) and related documents attached hereto.

1. CLOSING DATE

To ensure consideration, your complete, detailed bid should reach the address indicated in **paragraph 3 of the Instructions for the Preparation and Submission of Bids**
by 23 December 2020, close of business (4 p.m. Vienna time).

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

Bids received after the above-mentioned deadline will be invalidated.

2. GENERAL

a) This ITB is for the provision of technical services, works and supplies with necessary supervision and backstopping. It covers a total organizational responsibility as required by the Terms of Reference dated November 2020, which are attached hereto as Appendix 1.

b) The terms set forth in this ITB, including the contents of the Terms of Reference, UNIDO General Conditions and UNIDO Buildings Management Services (hereinafter referred to as "the BMS") 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 (incl. Annex 1).**

f) **YOU MAY VISIT**, at your own cost, **THE WORK SITE PRIOR TO THE SUBMISSION OF THE BID by latest 18 December 2020** in order to be acquainted with the work site and to collect information and data required for the preparation of the bid (the form 'Confirmation of Site Visit' Appendix 7, shall be duly filled and signed and attached).
*[Eine **BESICHTIGUNG DER ÖRTLICHKEITEN,** auf eigene Kosten, **IST FÜR DIE ANGEBOTSLEGUNG BIS 18. DEZEMBER 2020 MÖGLICH JEDOCH NICHT VERPFLICHTEND.** Das beigelegte Formular ,Confirmation of Site Visit' Appendix 7, muss dem Angebot ausgefüllt und unterschrieben beigelegt 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:	Terms of Reference incl. Annex 1A, Annex 1A1, Annex 1B, Annex 1B1 and Annex 1B2 and BMS General Conditions
Appendix 2:	Qualification Requirements and Evaluation Criteria incl. Annex 1
Appendix 3:	Model Contract and Annexes
Appendix 4:	Financial Statement and Certification
Appendix 5:	Acknowledgement Form
Appendix 6:	Mandatory Statements and Information to be provided with the bid (Technical Part and Commercial Part)

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**

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.

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 Bid**

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

Documents to be included:

TECHNICAL PART OF THE BID should contain, but not necessarily be limited to, the following information:

(i) Cover letter;

(ii) **Duly filled in and signed Terms of Reference (Appendix 1) and signed page 20 of BMS General Conditions (Appendix 1);**

(iii) **Signed mandatory statements and mandatory information/ documentation** (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** (last page of ITB, paragraph 4 refers).

(vii) A statement of your company/organization's operating standards and control systems, if applicable (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) 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;

COMMERCIAL PART OF YOUR BID should contain, but not necessarily be limited to, the following information:

x) Your **best firm fixed price in Euro for the first year of the Contract.**

Price indexation: Thereafter is the possibility of yearly price index adjustments published by the relevant Austria Statistic/WKO index.

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.

xi) A detailed **cost breakdown of the firm, fixed price** referred to in the above sub-paragraph, **strictly in the format provided in the Terms of Reference (Appendix 1).**

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

xii) **Signed mandatory statements and mandatory information/ documentation** (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.

5. Acknowledgment Form 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.

7. 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.

8. 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.

9. 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.

10. Briefing and De-briefing at UNIDO Headquarters

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

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

11. Reports/Documentation

UNIDO will require the reports/documentation as described in the Terms of Reference/Technical Specifications and BMS General Provisions, Appendix 1.

12. Type of Contract

A firm, fixed price for the first year (with possible price indexation as of the 2nd year) 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.

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 qualification requirements and evaluation criteria specified in Appendix 2. **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 bidders 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; 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 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 incl. Annex A : UNIDO General Conditions
Annex B : Bank Guarantee (Sample)

19. Payment

Payment will be normally made in accordance with Section 3.05 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. 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.

21. 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;
- 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.

22. 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
Telefax: + 43 1 260 26 6815 or 6816
E-mail: c.ziniel@unido.org

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

23. 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): _____ Signature: _____
Title/Position: _____
Place (City and Country): _____ Date: _____