



# UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Ref.: CMO/OSS/PRO/AB

Date: 16 July 2021

**Subject: Request for Proposal (RFP) No. 1100157899 - PCB DISPOSAL SERVICES CONSISTING OF THE PROVISION OF BRAND NEW TRANSFORMER MINERAL OIL AND TREATMENT AND/OR DISPOSAL OF PCB CONTAINING OIL FROM SRI LANKA**

Project No. 150050 - Environmentally Sound Management and Disposal of Polychlorinated Biphenyls Containing/Contaminated Equipment in Sri Lanka

Dear Sirs/Madams,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invites you to submit a written proposal for the provision of services defined in the Terms of Reference (Appendix 1) and related documents attached hereto.

## **1. CLOSING DATE**

To ensure consideration, your complete, detailed proposal consisting of the **TWO SEPARATE SEALED ENVELOPES (ONE WITH TECHNICAL PROPOSAL AND THE OTHER WITH THE COMMERCIAL PROPOSAL, BOTH IN HARD AND SOFT VERSIONS)** should reach the address indicated in paragraph 3 of the Instructions for the Preparation and Submission of Proposals **by 20 August 2021, close of business (4 p.m. Vienna time).**

It is the **sole** responsibility of the supplier to ensure that the sealed envelope/package containing the proposal reaches the address and office indicated before the time and date stated above.

Proposals must be delivered to the designated address during UNIDO working hours from 9:00 a.m. to 6:00 p.m., Monday through Friday except for UNIDO holidays. Delivery to any UNIDO office other than that stated will be at the risk of supplier and will not constitute timely delivery. **Proposals received after the above-mentioned deadline will be invalidated.**

## **2. GENERAL**

- a) This RFP is for the provision of services with necessary supervision, backstopping and training. It covers a total organizational responsibility as required by the Terms of Reference dated 15 July 2021, which are attached hereto as Appendix 1.
- b) The terms set forth in this RFP, including the contents of the Terms of Reference and UNIDO General Conditions will form 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, should negotiations be 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, finance 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 your company/organization 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.

We look forward to receiving your proposal.

Yours truly,

Alessandra Bravin  
Associate Procurement Officer  
on behalf of Chief  
Procurement Services Division  
Department of Operational Support Services  
Directorate of Corporate Management and Operations

Enclosures

- Appendix 1: Terms of Reference dated 15 July 2021
- Appendix 2: Qualification Requirements and Evaluation Criteria
- Appendix 3a: Technical Offer Forms
- Appendix 3b: Commercial Offer Forms
- Appendix 4: Model Contract (to be further adapted to the specific tender requirement)  
Annex A: UNIDO General Conditions of Contract  
Annex B: Facilities, Privileges and Immunities Section  
Annex C: Performance Bank Guarantee
- Appendix 5: Financial Statement and Certification
- Appendix 6: Acknowledgement Form
- Appendix 7: Mandatory Statements/Information checklist for technical and commercial parts of the proposal
- Appendix 8: Bank Information Form

**1. Preparation and Submission of Proposal**

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

**2. Language of Proposal**

Your proposal, including supporting evidence, and all correspondence and documents relating to it shall be written in the **English language**.

**3. Format and Signing of Proposal**

- (a) Your proposal must be submitted in **TWO (2) SEPARATE SEALED ENVELOPES**, one of which shall contain the **Technical Proposal without price(s) and commercial terms, while the other shall contain the Commercial Proposal with price(s) and commercial terms**. The Technical and Commercial Proposals must be submitted in **one (1) original and two (2) copies each, clearly marked "Original Proposal" and "Copy of Proposal"**. In the event of any discrepancy between them, the original shall govern. **In addition, each separate sealed envelope shall contain a soft copy (e.g. CD-Rom, flash drive, etc.) of the respective proposal.** In the event of any discrepancy between the hard copy and the soft copy, the original hard copy shall govern.

Your proposal must be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of your company/ organization.

The proposal shall not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the supplier, in which case the person or persons signing the proposal shall initial such corrections.

**(b) Mailing Address**

Your proposal must be submitted to the following address:

**United Nations Industrial Development Organization (UNIDO)  
Procurement Services Division/ CMO/OSS/PRO (Attention: A. Bravin)  
Room D-2010  
Wagramer Strasse 5  
PO Box 300  
A-1400 Vienna  
AUSTRIA**

**(c) 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 PROPOSAL (both the hard copy and soft copy to be submitted in a separate sealed envelope without price information)**

**Technical Proposal including duly filled in and signed Mandatory Statements/Information checklist for the TECHNICAL part of the proposal (Appendix 7) should contain, but not necessarily be limited to, the following information:**

- i) 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;**

- ii) **A statement** of your ability to start work promptly, **including the date of availability of your staff, and the minimum notice required** before starting the work;
- iii) **A statement** that you will assign to the project sufficient number of capable and experienced personnel from your own organization and that your organization's capacity, in terms of qualified manpower resources, is adequate to implement the project within the period of time indicated in the Terms of Reference, Appendix 1;
- iv) **A statement that your proposal is valid for a minimum period of six (6) months counting from the date of the RFP submission deadline.** Once your proposal is accepted during this period, the price quoted in your Commercial Proposal must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP;
- v) **A statement** that you have carefully reviewed the Model Contract and Annexes to it (Appendix 4) and are in agreement with its terms and conditions;
- vi) **A statement** confirming acceptance of UNIDO payment terms of 30 days after receipt of Invoice and acceptance of the good/services provided;
- vii) **A statement** that you will provide all necessary insurances and performance guarantee of the Model Contract, Appendix 4, as well as of the Terms of Reference, Appendix 1;
- viii) **A valid Certificate of Incorporation/Registration**, setting forth the legal basis of the Company, including those **of sub-Contractors or associated group of Companies, where applicable;**
- ix) **In case of sub-Contractors or associated group of Companies, a letter of intent signed by all legal entities/companies** and clearly indicating the Contractor (representative/leader Company) both during the bidding process and the execution of the Contract. Please note that the Contract will be signed with the Contractor (leading company) only, whereas all the other companies will be regarded as sub-contractors
- x) **Company description, structure and number of employees, relevant practical experience of at least 5 years with at least seven (7) relevant project/contract references similar to those constituting the object of this RFP**, as required in the Terms of Reference, Appendix 1, including information on the size of the executed projects, scope of the performed work as well as and contact information (company/Client name, reference person, phone number, e-mail address);
- xi) **Evidence of Company/organization's operating standards and control systems** (please indicate if certificates of adherence to international quality standards such as ISO 9000 and ISO 9001 or similar are available and enclose copies thereof), if applicable;
- xii) **An explanation** of your understanding of the work to be performed and the services to be provided and your overall operational plan for the execution of the work described in the ToR, Appendix 1, including specifications of the offered oil, **in accordance with the requirements and format of Appendix 3.a (Technical Offer Forms);**

- xiii) **The Work Plan**, as required in the Terms of Reference, Appendix 1;
- xiv) **The names, titles and assignments (functions) as well as the detailed curriculum vitae of the key staff assigned for this contract, as requested in the Terms of Reference, Appendix 1.** The CVs of the key staff should be completed in the most precise detail possible, with particular reference to practical experience of each of the proposed staff;
- xv) **The names and qualifications (possibly including description of activities, number of personal employed, references to the clients and completed projects) of the proposed sub-contractor(s), if any, and the extent and nature of such sub-contracting and/or equipment supply;**
- xvi) **A certified copy of the Financial Statements** for the last 3 years of business and information regarding all claims, arbitration and other pending legal action concerning your company/organization as well as sub-Contractors or associated group of Companies, where applicable, including the amounts of any pending claims, arbitration and other pending legal action of claims;
- xvii) **A completed certified UNIDO's Financial Statement and Certification form** (which is enclosed herewith for completion as Appendix No. 5). Certification shall be normally provided by your bank, insurance company or any other authority customarily providing such certification according to the laws of your country. **Please note that proposal submitted without certified Financial Statement runs the risk of being rejected;**
- xviii) **A signed Statement of Confirmation in the form provided on the last page of these instructions** concerning your company/organization as well as sub-Contractors or associated group of Companies, where applicable;
- xix) Any other information you may consider appropriate. However, unnecessarily elaborated brochures and other presentations beyond that sufficient to present complete and effective proposal are not encouraged.

**COMMERCIAL PROPOSAL (both the hard copy and soft copy to be submitted in a separate sealed envelope)**

**Commercial Proposal including duly filled in and signed Mandatory Statements/Information checklist for the COMMERCIAL part of the proposal (Appendix 7)** should contain, but not necessarily be limited to, the following information:

- i) **Your best firm fixed price in United States Dollars (USD)** to complete the proposed work. **The proposals not expressed in USD will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening and the resulting USD price will be used for price comparison and in the contract.**
- ii) **A cost breakdown** of the firm, fixed price referred to in sub-paragraph i) above **in accordance with the instructions to this RFP**, as well as a **detailed cost breakdown highlighting the costs foreseen to perform the different activities, divided by main categories in accordance with Appendix 3.b (Commercial Offer Forms).** Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
- iii) **If possible, your cash-flow estimate** related to the execution of the work under the contract.

#### **4. Statement of Confirmation**

You are required to complete and sign the Statement of Confirmation, on the last page of these instructions. The Statement of Confirmation shall be included in the envelope with the Technical Proposal.

#### **5. Acknowledgement Copy of Status of Proposal**

You are kindly requested to return the attached Appendix 6 Acknowledgement Copy 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. Period of Contract Service, Time Schedule/Work Plan**

The overall time period for the completion of the work is indicated in Appendix 1. **Your proposal must include a time schedule for the completion of the proposed work [also referred to above].**

#### **10. Reports**

UNIDO will require the reports listed in the Terms of Reference, Appendix 1.

#### **11. 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 4.

## **12. 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.

## **13. 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 qualification requirements and evaluation criteria specified in Appendix 2.

The envelopes containing Technical Proposals will be opened first and the Proposals will be evaluated against the qualification requirements and technical evaluation criteria set out in Appendix 2 to this RFP. After completion of the technical evaluation UNIDO will open and evaluate only those Commercial Proposals, which correspond to the Technical Proposals found substantively responsive to the RFP requirements. UNIDO will not open the sealed envelopes with the Commercial Proposals corresponding to the Technical Proposals that have been found not substantively responsive. These proposals will be discarded.

**The contract shall be awarded based on the best value for money principles to the qualified supplier whose Technical Proposal has been found substantively responsive and whose Commercial Proposal 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.

## **14. 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.

## **15. Contract Award**

UNIDO will notify the successful supplier in writing by e-mail 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.

## 16. 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 two (2) weeks of the receipt of the contract documents.

## 17. 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 4:

Model Contract

Annex A: UNIDO General Conditions of Contract

Annex B : Facilities, Privileges and Immunities Section

Annex C: Performance Bank Guarantee (if applicable)

Annex D: UNIDO Terms of Reference dated, 15 July 2021

## 18. Payment

Payment will be normally made in accordance with the Model Contract, Appendix 4. 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.

## 19. Marking of Envelope

As provided in paragraph 3 above, your proposal shall be submitted in two separate (2) sealed envelopes, one of which containing one (1) original and two (2) hard copies, as well as a soft copy, of the Technical Proposal (without prices and commercial terms), the other containing one (1) original and two (2) copies, as well as a soft copy, of the Commercial Proposal (with prices and commercial terms).

The sealed envelope with a technical offer shall be marked:

**Request for Proposal No: 1100157899 (PCB DISPOSAL SERVICES CONSISTING OF THE PROVISION OF BRAND NEW TRANSFORMER MINERAL OIL AND TREATMENT AND/OR DISPOSAL OF PCB CONTAINING OIL FROM SRI LANKA)**

**UNIDO Project: 150050**

**Environmentally Sound Management and Disposal of Polychlorinated Biphenyls Containing/Contaminated Equipment in Sri Lanka  
Technical Offer**

**Closing Date: 20 August 2021 close of business (4 p.m. Vienna time)**

**Do not open before the Closing Date**

The sealed envelope with a commercial offer shall be marked:

**Request for Proposal No: 1100157899 (PCB DISPOSAL SERVICES CONSISTING OF THE PROVISION OF BRAND NEW TRANSFORMER MINERAL OIL AND TREATMENT AND/OR DISPOSAL OF PCB CONTAINING OIL FROM SRI LANKA)**



**UNIDO Project: 150050**  
**Environmentally Sound Management and Disposal of Polychlorinated**  
**Biphenyls Containing/Contaminated Equipment in Sri Lanka**  
**Commercial Offer**  
**Closing Date: 20 August 2021 close of business (4 p.m. Vienna time)**  
**Do not open before the Closing Date**

**IMPORTANT NOTE: PLEASE ENSURE THAT IN PREPARING YOUR OFFER THE INSTRUCTIONS IN PARAGRAPH 3 OF THIS RFP FOR SUBMISSION OF THE TECHNICAL (WITHOUT PRICES) AND COMMERCIAL PROPOSALS IN SEPARATE SEALED ENVELOPES BE STRICTLY FOLLOWED. IN CASE YOUR OFFER IS NOT SUBMITTED IN TWO SEPARATE ENVELOPES AND/OR YOUR TECHNICAL PROPOSAL CONTAINS PRICE INFORMATION YOUR OFFER WILL BE REJECTED.**

**20. 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.

**21. Rejection of Proposals and Split Awards**

UNIDO reserves the right to reject any and all proposals if they are not in compliance with this RFP.

UNIDO also reserves the right to split an award between any suppliers in any combination, as it may deem appropriate. If the proposal is submitted on an "all or none" basis, it should clearly state as so in this RFP.

**22. Request for Information**

Any requests for clarifications, additional information, etc., relating to this RFP must be addressed in writing to the Procurement Services Division/OSS/CMO for the attention of Ms. A. Bravin ([A.Bravin@unido.org](mailto:A.Bravin@unido.org)), copy to Mr. M. Kajkut ([M.Kajkut@unido.org](mailto:M.Kajkut@unido.org)). If despite the above instruction additional information and clarifications are obtained by the supplier from other sources, the supplier will be disqualified and the bid rejected.

UNIDO will respond in writing to any request for clarification of this RFP, which is received no later than two (2) weeks prior to the deadline for the submission of proposals. The clarifications requested beyond this date may 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 Acknowledgment Copy.**

**23. 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**  
**UNIDO RFP No. 1100157899**

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:
  - a. 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;
  - b. 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;
  - c. 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;
  - d. the company directly or indirectly controls, is controlled by or is under common control with another bidder;
  - e. receives or has received any direct or indirect subsidy from another bidder;
  - f. has the same legal representative as another bidder;
  - g. 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;
- 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: \_\_\_\_\_