



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Ref.: AA/KP

Date: 29 September 2021

Subject: Request for Proposal (RFP) No. 1100161291 – Provision of Services related to the Structuring and administrating of a Trust Fund for innovative financing for clean technology solutions in the renewable energy sector of Uruguay

ONLY URUGUAYAN SERVICE PROVIDERS ARE ELIGIBLE TO SUBMIT PROPOSALS

Project Title: Renewable Energy Innovation Fund (REIF)

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invite you to submit a written proposal for the provision of event management services by applying the concept and approach defined in the Terms of Reference (Annex 1) and related documents attached hereto.

1. Closing date

To ensure consideration, your proposal must be submitted by ~~27 October 2021, 17:00, Vienna, Austria time zone.~~

UPDATE: SUBMISSION DEADLINE HAS BEEN EXTENDED TO 9 NOVEMBER 2021, 17:00, VIENNA, AUSTRIA TIME ZONE.

2. General

- a) This RFP is for the Provision of Services related to the Structuring and administrating of a Trust Fund for innovative financing for clean technology solutions in the renewable energy sector of Uruguay as described in the Terms of Reference dated 28 September 2021, which are attached hereto as **Annex 1**.
- b) The terms set forth in this RFP, including the contents of the Terms of Reference and UNIDO General Conditions, 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, 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 **Annex 1**.
- 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.

3. **Preparation and Submission of Proposal**

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

- a) Language of Proposal
Your proposal and all correspondence and documents relating to it shall be written in both English and Spanish language.
- b) Format of Proposal
Your proposal must be submitted in **PDF format** to RFP1100161291@unido.org
- c) Preparation of the Proposal
Your proposal should consist of Technical and Financial Parts and contain, but not necessarily be limited to, the following information:

TECHNICAL PROPOSAL

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

- i) A confirmation that:
 - your company/organization has legal capacity to enter into service contract. Please attach a certified copy of the original registration and accreditation document and information on the 'paid-up capital'
 - your company/organization is not solvent, in receivership, bankrupt or being wound up;
 - your affairs are not under administration by a court or a judicial officer, your business has not been suspended and you are not the subject of legal proceedings for any of the foregoing reasons:
 - your company/organization has fulfilled its obligations to pay taxes and social security contributions;
 - your directors and officers have not, within the last five (5) years, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations.
 - your company/organization pursues zero tolerance policy to all forms of corruption including extortion and bribery
 - 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 or with UNIDO's counterparts.

- ii) 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 (**Annex 1**) or other documents contained in this RFP shall be clearly expressed.
- iii) A statement of your company/organization's capacity of operations including company description, structure and number of employees, practical experience in delivering training as per the requirements of the attached Terms of Reference, with relevant references to the requirements to those constituting the object of this RFP, size of the executed projects and scope of the performed work.
- iv) 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, including the amounts of any pending claims, arbitration and other pending legal action of claims.
- v) A completed certified Proposer's Financial Statement (the form is enclosed herewith for completion as **Annex 2**). 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.
- vi) An explanation of your understanding of the work to be performed and the services to be provided and your detailed work plan for the execution of the work;
- vii) 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;
- viii) 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, **Annex 1**. All the staff you propose assigning to the work must have a good knowledge of English.
- ix) 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, **Annex 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;
- x) The names and qualifications (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;
- xi) 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.

FINANCIAL PROPOSAL

The **Financial Proposal** should contain, but not necessarily be limited to, the following information:

- i) Your **best firm fixed price in United States of America 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 (UNRoE) prevailing on the date of the proposal submission and the resulting USD price will be used for price comparison and in the contract.
- ii) A **detailed cost breakdown** of the firm, fixed price referred to in sub-paragraph i) above, highlighting the costs foreseen to perform the different activities, divided by main tasks, in accordance with the instructions in this RFP. Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
- iii) Your cash-flow estimate related to the execution of the work under the contract.
- iv) A statement that you have carefully reviewed the Model Contract and Annexes to it (**Annex 3**) and are in agreement with its terms and conditions.
- v) A statement that your proposal is valid for a minimum period of SIXTY (60) DAYS counting from the date of the closing date of the RFP. 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 page 8 of these instructions. The Statement of Confirmation shall be submitted with the Proposal.

5. Retention of Proposals

Following submission of the Proposals and final evaluation, UNIDO will have the right to retain unsuccessful proposals. It is the bidder'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.

6. 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 bidder's risk and may result in the rejection of its proposal.

7. 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 bidder 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 bidder through any sources of its choice. Any inaccurate information given may lead to a rejection of the proposal.

8. Withdrawal and Modification of Proposals

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

9. 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 **Annex 1**.

To assist in the examination, evaluation and comparison of proposals, UNIDO may at its discretion ask the bidder for clarification of its proposal. The request for clarification and the response thereto shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted. Failure of any bidder to timely and duly respond to a request for clarification may result in the rejection of its proposal.

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical parts of the proposals being completed prior to the price-related parts of the proposals being reviewed.

As part of the evaluation process, UNIDO reserves the right to waive minor deviations from the requirements and criteria, if they do not materially affect the capability and/or capacity of a bidder to perform the contract under consideration.

In the first stage each responsive proposal will be technically evaluated. A proposal shall be rejected at this stage if it fails to meet the technical requirements.

In the second stage, the price-related parts of all proposals, which were found to be substantially responsive and technically acceptable, will be compared.

The contract shall be awarded based on the best value for money principle to the qualified bidder 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 bidder 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.

10. 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 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 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 bidders; and reject the proposal submitted by any bidder that has previously failed to perform properly or on time contracts of a similar nature, or of a bidder 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 bidder and not as an acceptance by the bidder 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 bidder(s) chosen by UNIDO.

11. Contract Award

UNIDO will notify the successful bidder in writing by email that its proposal has been accepted. Upon the successful bidder's 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 winning offer, due to the confidential and proprietary character of such information. Any queries of unsuccessful bidders to this respect will not be entertained by UNIDO.

12. Signing of Contract

After the successful bidder's acceptance of the UNIDO contract award, UNIDO will send 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 one (1) week of the receipt of the contract documents.

13. 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 **Annex 3**:

Model Contract

Annex A: UNIDO General Conditions of Contract;

Annex B: Facilities, Privileges and Immunities Section;

Annex C: Terms of Reference;

Annex D: Bank Information Form.

14. Payment

Payment will be normally made in accordance with the required schedule of deliverables outlined in the Terms of Reference and reflected in the eventual contract.

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. Bidders must therefore clearly specify in their proposals if they offer the payment terms different from those of UNIDO.

15. 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 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 proposals from them. Notwithstanding the other provisions of this RFP, bidders 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.

16. 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;
- Contains an alternate proposal;
- Or not otherwise in compliance with this RFP.

UNIDO also reserves the right to split an award between any bidders 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.

17. Request for Information

Any requests for clarifications, additional information, etc., relating to this RFP must be addressed by email to the Procurement Services Division/OSS/CMO for the attention of :

- Mr. A. Ahmed (A.AHMED@unido.org),
- copy to Mr. K. Panganiban (K.PANGANIBAN@unido.org).

If despite the above instruction additional information and clarifications are obtained by the proposal from other sources, the proposer will be disqualified and the bid rejected

We look forward to receiving your proposal.

With kind regards

Aymen Ahmed/KP
Procurement Officer
Procurement Services Division

Enclosures

Annex 1: Terms of Reference dated 28 September 2021;

Annex 2: Proposer's financial statement;

Annex 3: Model Contract

Annex A: UNIDO General Conditions of Contract

Annex B: Facilities, Privileges and Immunities Section

Annex C: Terms of Reference

Annex D: Bank Information Form

STATEMENT OF CONFIRMATION
UNIDO RFP No. 1100161291

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) 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 or with UNIDO's counterparts.
- g) 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.
- h) That UNIDO shall have the right to disqualify the company/institution from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of UNIDO a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by UNIDO in connection with a procurement proceeding.

Name (print): _____ Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____