Request for Proposal (RFP)

Reference: RFP No. 1100163963 Date: 14 December 2021
UNIDO HQ, Vienna, Austria

Project: Developing sustainable settlements for Afghan refugees in the Islamic Republic of Iran (UNIDO ID 190041)
UNIDO official dealing with this request: Mr. Aymen Ahmed

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1. The Headquarter of UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) in Vienna, hereby invites you to submit a written bid for the items listed in the enclosed Specification, Appendix 2, which are required for the project named above. Your bid shall be prepared in accordance with the Instructions for the Preparation and Submission of Bids (Appendix 1) and shall be submitted by email to RFP1100163963@unido.org. The submission deadline is 11 January 2022, 17:00 CET (Austria time zone).

2. The terms set forth in this RFP and its appendixes, including the Terms of Reference and UNIDO General Conditions, will form a part of any contract should UNIDO accept your bid.

3. Any requests for clarifications, additional information, etc., relating to this RFP must be addressed to the undersigned. If such requests are addressed to others or if additional information is obtained from others, it may lead to disqualification of the offer.

Yours truly,

Mr. Aymen Ahmed
UNIDO HQ, Vienna, Austria

Enclosures
Appendix 1: Instructions for the Preparation and Submission of Bids;
Appendix 2: Terms of Reference;
Appendix 3: UNIDO Contract and General Conditions of Contract.
APPENDIX 1
INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

1. PREPARATION AND CONTENTS OF BID
   Bids shall be prepared and submitted in accordance with the instructions that follow under paragraphs 2-20 inclusive.

2. LANGUAGE OF BID
   Your bid and all correspondence and documents relating to it shall be written in the English language.

3. SIGNATURE OF THE BID
   An official legally authorized to enter into contracts on behalf of your company/organization must sign your bid.

4. STATEMENTS
   You must submit together with the bid the statements mentioned below.
   i) A statement that you have carefully reviewed the Contract and UNIDO General Conditions (Appendix 3) and are in agreement with its terms and conditions.
   ii) A statement that your bid is valid for a minimum period of 90 days from the date of the bid. Once your bid is accepted during this period, the price quoted must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP.

5. CATALOGUES, TECHNICAL LEAFLETS, MANUALS ETC.
   You should include in your bids catalogues, technical leaflets, manuals etc., pertinent to the goods subject to this RFP and 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.

6. INFORMATION ON YOUR SERVICE AND TRAINING FACILITIES
   Please provide in your bid information on your service and training facilities, if any, in the country of the project, including spare parts depots, repair shops, training centers, etc.

7. TOTAL PRICE AND UNIT PRICES
   i) You should indicate your best firm fixed total price and unit prices in USD for the requirements. Please note that prices for equipment, parts and supplies shall be normally quoted DPU, named place of destination (INCOTERMS 2020), unless otherwise indicated.
   ii) Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
   iii) The bids not expressed in USD will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening of your bid and resulting USD price will be used for price comparison and in the contract.

8. WARRANTY
   (a) You should provide information on the warranty applicable to the offered goods (services). Warranty must be as per the standard manufacturers’ warranties for all items listed in the Terms of Reference, starting from the date the commissioning of the goods.
   (b) The seller shall warrant that the goods supplied by him, his subcontractor(s) and/or sub-suppliers shall be new and free from defects in workmanship, materials and design. The seller shall commit that in case it has been selected, it will repair or replace at his own expense and as soon as practicable any of the goods which, within the warranty period, prove to be defective as mentioned above or as a result of any erroneous or inadequate engineering drawings, technical specifications and/or operating instructions of the seller. These requirements will be incorporated in any purchase order contract resulting from this RFP.
9. **SPARE PARTS**
   In the event spare parts are normally delivered with the equipment but are not mentioned in the Terms of Reference, please include in your bid the minimum quantity required for three (3) years of operation.

10. **COUNTRY OF ORIGIN**
    Please indicate in your bid the country of origin or assembly of all items offered.

11. **TYPE OF CONTRACT**
    A firm, fixed price is contemplated for the purchase contract, covering all the inputs required as stated in the Terms of Reference, Appendix 2 and in the Contract, Appendix 3.

12. **EVALUATION PROCEDURE - ACCEPTANCE OF BIDS**
    Your bid and any others which 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 Regulations and Rules and Procurement Procedures applying. The best bid submitted (lowest cost, technically acceptable), all factors considered, will receive the award.

13. **NO COMMITMENT**
    This RFP does not commit UNIDO to award a contract. UNIDO reserves the right to accept or reject any bid(s), or annul this RFP and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected invitee(s) or any obligation to inform the affected invitee(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. This RFP contains no contractual offer of any kind; any bid submitted will be regarded as an offer by the invitee and not as an acceptance by the invitee 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 invitee(s) chosen by UNIDO.

14. **CONTRACT BASIC TERMS AND CONDITIONS**
    Except as otherwise required by the circumstances of the case, the contract for the services subject to this RFP will be based upon the terms and conditions of the following Contract and Annexes, attached to the RFP as Appendix 3:
    
    UNIDO Contract
    Annex A: UNIDO General Conditions of Contract
    Annex B: Privileges and Immunities
    Annex C: Terms of Reference

15. **PAYMENT**
    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.

16. **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 suppliers 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 bid or responds in any other way to this RFP.

17. **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 RFP;
    - Not properly marked or addressed as required in the RFP;
    - Delivered to another UNIDO office than the one required in the RFP;
    - Transmitted by e-mail unless specifically indicated in the RFP;
    - Unsolicited;
    - Contain an alternate bid;
    - Or not otherwise 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 bid is submitted on an "all or none" basis, it should be clearly stated as such in your response to this RFP.

18. VALIDITY OF BIDS
BIDS shall remain valid for no less than 90 days from closing date of this RFP.

19. COSTS OF PREPARATION OF THE BID
This RFP 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 suppliers 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.