



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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

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E-mail: unido@unido.org

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

Date: 29 March 2022

**Subject: Invitation to Bid (ITB) No. 1100170952/CZ/mp
Replacement of supply bus bars and rising mains at the Vienna International Centre (VIC)**

Dear Sirs,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO), hereby invites you to submit a written offer for the provision of services, equipment and supply related to the **replacement of supply bus bars and rising mains** (hereinafter referred to as "the Work") at the Vienna International Centre (hereinafter referred to as "the VIC") as defined in the Specifications of Work and Supply (Appendix 1) and related documents attached hereto.

1. Closing Date

To ensure consideration, your complete, detailed sealed bid consisting of **TWO SEPARATE SEALED ENVELOPES (ONE WITH TECHNICAL BID AND THE OTHER WITH THE COMMERCIAL BID)** [*DAS TECHNISCHE ANGEBOT UND DAS PREISANGEBOT MÜSSEN JEWEILS VONEINANDER GETRENNT ABGEGEBEN WERDEN - UND ZWAR JEDES IN EINEM EIGENEN VERSCHLOSSENEN KUVERT*] should reach the address indicated in sub-paragraph 3(b) by **27 MAY 2022, 16.00 hrs Vienna time.**

It is the sole responsibility of the bidders to ensure that the sealed envelopes/package containing their Bid reaches the address and office indicated before the time and date stated above.

Bids must be delivered to the designated address during UNIDO working hours from 9:00 a.m. to 4:00 p.m., Monday through Friday except for UNIDO holidays. Delivery to any UNIDO office other than that indicated in sub-paragraph 3(b) will be at the risk of bidder and will not constitute timely delivery. **The bids received after the above-mentioned deadline will be invalidated.**

2. GENERAL

- a) This ITB is for the complete package of technical services and supply with necessary supervision and backstopping. It covers a total organizational responsibility as required by the Specifications of Work and Supply dated February 2022, which are attached hereto as Appendix 1.
- b) The terms set forth in this ITB, including the contents of the Specifications of Work and Supply and related documents, UNIDO General Conditions etc. 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.**
- f) In this project, time is of the essence. Your ability to carry out the work and complete it strictly in accordance with the time frame contained in the Specifications of Work and Supply will be an important factor in awarding a contract.

YOU MUST VISIT, at your own cost, **THE WORK SITE latest 5 working days (= 20 May 2022) PRIOR TO THE SUBMISSION OF THE BID** in order to be acquainted with the work site and to collect information and data required for the preparation of the bid. However, voluntary site visits are possible.

[Eine BESICHTIGUNG DER ÖRTLICHKEITEN, auf eigene Kosten, IST FÜR DIE ANGEBOTSLEGUNG BIS SPÄTESTENS 20. MAI 2022 VERPFLICHTEND.]

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: Project description
Specifications of Work and Supply TECHNICAL Part incl. drawings
Specifications of Work and Supply COMMERCIAL Part with “Datenträger”
- Appendix 2: Qualification Requirements and Evaluation Criteria
- Appendix 3: Model Contract incl. Annexes
- Appendix 4: Financial Statement and Certification
- Appendix 5: Acknowledgement Form
- Appendix 6: Mandatory Statements and Information to be provided with the bid separately for Technical and Commercial Part
- Appendix 7: Confirmation of Site Visit
- Appendix 8: Bank Information Form

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

- (a) Your Bid must be submitted in **TWO (2) SEPARATE SEALED ENVELOPES**, one of which shall contain the **Technical Bid without price(s) and commercial terms**, while the other shall contain the **Commercial Bid with price(s) and commercial terms**.

[Ihr technisches und kommerzielles Angebot muessen getrennt voneinander, also in ZWEI (2) VERSCHLOSSENEN KUVERTS abgegeben werden, das heißt: ein separates verschlossenes Kuvert mit dem Technischen Angebot ohne Preisangaben und Geschäftsbedingungen; und ein zweites separates verschlossenes Kuvert mit dem Kostenangebot und Geschäftsbedingungen].

The Technical and Commercial Bids must be **submitted in one (1) ORIGINAL and one (1) COPY** each, clearly marked "Original Bid" and "Copy of Bid".

[Jedes der beiden Angebote ist in 2-facher Ausführung (ein Original und eine Kopie) zu erstellen, wobei das Original mit "ORIGINAL BID" und die Kopie mit "COPY OF BID" zu kennzeichnen sind.]

In the event of any discrepancy between them, the original shall govern.

Your Bid must be typed or written in indelible ink and 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.

PARTIAL BIDS ARE NOT ACCEPTED.

- (b) Mailing Address and Closing Date

Your Bid must be submitted to the following address:

**United Nations Industrial Development Organization (UNIDO)
Procurement Services Division/OSS/CMO (Attn.: Ms. C. Ziniel, Room No. D-2011)
Wagramer Strasse 5
A-1220 Vienna
AUSTRIA**

- (c) Preparation of the Bid

Your Bid should consist of a **TECHNICAL** and a **COMMERCIAL** Part and contain, but not necessarily be limited to, the following information:

TECHNICAL BID (to be submitted in a separate sealed envelope without price information) *[das Technisches Angebot ist in einem separat verschlossenem Kuvert ohne Preisangaben und Geschäftsbedingungen abzugeben].*

Documents to be included:

- (i) Cover letter;
- (ii) **Duly filled in and signed Specifications of Work and Supply (TECHNICAL PART) plus BMS General Conditions (signed page 20) (Appendix 1).**



- (iii) **Signed Mandatory Statements and Information/Documentation for the TECHNICAL BID** (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** (paragraph 4 refers).
- (vii) **A statement** of your company/organization's operating standards and control systems (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);

COMMERCIAL BID (to be submitted in a separate sealed envelope)

The Commercial Bid must contain, but not necessarily be limited to, the following information:

- (i) Your **best firm fixed price in Euro** to provide the proposed services. 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.
The project is estimated to be finalized end of 2026.
 Price indexation: After the 1st year the Contractor has the possibility of yearly price index adjustments published by the relevant Austria Statistic/WKO.

 Please note that prices for equipment, parts and supplies shall be quoted DAP (INCOTERMS 2000) VIC, Vienna, Austria.
- (ii) A **detailed cost breakdown of the firm, fixed price** referred to in above sub-paragraph, **strictly in the format provided in the Specifications of Work and Supply (COMMERCIAL PART – Appendix 1)**.
 Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
- (iii) **Signed Mandatory Statements and Information/ Documentation for the COMMERCIAL BID** (Appendix 6, Commercial Part).
- (iv) **Completed "Datenträger" with prices saved on USB stick**



4. UNIDO requires that bidders provide professional, objective and impartial advice and technical assistance and at all times hold UNIDO's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be engaged in any contract that would be in conflict with their prior or current obligations to UNIDO, or that may place them in a position of not being able to carry out the assignment in the best interest of UNIDO. All bidders found to have a conflict of interest may be disqualified.

Without limitation on the generality of the above paragraph, a bidder shall not be eligible to participate in this procurement or be considered for an eventual contract if the bidder, or any employee, executive manager or director thereof, is associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNIDO to provide consulting services for the preparation of the Terms of Reference, bill of quantities, scope of works or any other substantive documents to be used for the procurement under this Invitation to Bid.

5. **Statement of Confirmation**

You are required to complete and sign the Statement of Confirmation (pages 11 to 12 of this ITB).

The Statement of Confirmation shall be included in the envelope with the TECHNICAL Bid.

6. **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 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. **Period of Contract Service, Work Plan**

The overall time period for the completion of the work is indicated in Appendix 1. In cases where it is expressly required in the Specifications of Work and Supply, your Bid must include a time schedule for the completion of the proposed Work.

11. Briefing and De-briefing at UNIDO Headquarters

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

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

Your proposed price should take into consideration all the above.

12. Reports

UNIDO will require the design plans and reports required as a result of the services performed in line with the Specifications of Work and Supply (Appendix 1) and Model Contract (Appendix 3).

13. Type of Contract

A firm, fixed price, with possibility of price adaption as per para 3, is contemplated for the contract, covering all the inputs required of the Contractor as stated in the Specifications of Work and Supply, Appendix 1, and in the Model Contract, Appendix 3.

14. 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.

15. 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 evaluation criteria specified in Appendix 2.

The envelopes containing Technical Bids will be opened first and the Bids compared against the qualification requirements and technical evaluation criteria set out in Appendix 2 to this ITB. After completion of the technical evaluation UNIDO will open and evaluate only those Commercial Bids, which correspond to the offers that have been found substantively responsive and compliant with the ITB requirements.

UNIDO will not open and evaluate the sealed envelopes with the Commercial Bids corresponding to the bids that have been found not substantively responsive and compliant. These bids will be discarded.

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 you 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.

16. 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 (if the bid is to be submitted on an "all or none" basis, it should clearly state as so in this ITB); 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.

17. Contract Award

UNIDO reserves the right to negotiate with the successful bidder for the purpose of seeking revisions of its bid in order to enhance the technical aspects of the bid and/or reduce the price.

The contract will be awarded subject to (i) where relevant, successful negotiations of the contract, and (ii) approval of contract award by the relevant Procurement Official of UNIDO, as recorded and dated in the statement of award.

18. Signing of Contract

After the successful bidder'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.

19. Protest Procedures

A bidder who believes that it has been unjustly treated in connection with a procurement process may lodge a protest within 10 days upon receipt of the notification of rejection of its bid. The requirements and process to lodge protests can be found on www.unido.org/unido-procurement.

Receivability of protests shall be made by UNIDO. UNIDO shall have the discretion to request additional information from the bidder, if deemed appropriate. Unsupported allegations and assertions are not sufficient for the process to continue. A decision rejecting the receivability of the protest by UNIDO is final and shall be communicated in writing to the protesting bidder.

20. Review of the merits and conclusion of protest

Upon review of a protest, UNIDO shall decide on the merits of the protest. The relevant Procurement Official shall notify the protester of the final decision on the merits of the protest.

The contract(s) will be concluded with the successful bidder(s), unless UNIDO determines either to suspend the process until the merits of the protest have been decided upon, or, if the totality of the circumstances militate, cancel the procurement process and start a bidding process.

Nothing in the above procedures or in any procedure or action by or relating to UNIDO with respect to or in connection with a debriefing or a protest procedure shall be deemed in any way to constitute a waiver of any of the privileges and immunities of UNIDO.

21. Publication of Award

Within 14 days from the date of receipt of the countersigned contract, the relevant Procurement Official publishes, subject to applicable thresholds and other conditions required by relevant funding partners, the award notice. The award notice should, at a minimum, contain the following information:

- Contractor name and address
- Description of procurement notice
- Awarded currency and amount
- Award date
- Location/country
- Funding partner

The award notice shall, at a minimum, be published on the websites of UNIDO and UNGM, in addition to other relevant websites, as required by the funding partner(s).



The award notice shall be published on the above-referenced websites no later than 30 June of the year following the financial year in which the awarded funds were legally committed.

22. Contract Basic Terms and Conditions

Except as otherwise required by the circumstances of the requirements, the contract for the proposed services will be based on 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: Packing and Marking of Shipments

Annex C: Performance Bank Guarantee.

Annex D: Specifications of Work and Supply

Annex E: Bank Information Form

23. Payment

Payment will be normally made in accordance with Section 3.5 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.

24. Marking of Envelope

As provided in paragraph 3 above, your bid shall be submitted in two separate (2) sealed envelopes, one of which containing one (1) original and one (1) copy of the TECHNICAL BID (without prices and commercial terms), the other containing one (1) original and one (1) copy of the COMMERCIAL BID (with prices and commercial terms).

[Das Technische und das Kommerzielle Angebot muessen in zwei getrennten, verschlossenen Kuverts abgegeben werden. Das Kuvert mit dem Technischen Angebot enthaelt das Original mit einer Kopie (ohne Preisangaben und Geschaeftsbedingungen), das Kuvert mit dem Kommerziellen Angebot beinhaltet das Original und eine Kopie des Kostenangebotes (mit Preisangaben und Geschaeftsbedingungen.)

The sealed envelope with the **TECHNICAL BID** shall be marked:

Invitation to Bid No: 1100170952/CZ/mp

Replacement of supply bus bars and rising mains at the VIC

TECHNICAL BID

Closing Date: 27 May 2022

Do not open before the Closing Date

The sealed envelope with the **COMMERCIAL BID** shall be marked:

Invitation to Bid No: 1100170952/CZ/mp

Replacement of supply bus bars and rising mains at the VIC

COMMERCIAL BID

Closing Date: 27 May 2022

Do not open before the Closing Date

IMPORTANT NOTE: PLEASE ENSURE THAT IN PREPARING YOUR BID THE INSTRUCTIONS IN PARAGRAPH 3 CONCERNING SUBMISSION OF THE TECHNICAL (WITHOUT PRICES) AND COMMERCIAL (WITH PRICES) BIDS IN SEPARATE SEALED ENVELOPES BE STRICTLY FOLLOWED.

IN THE EVENT YOUR OFFER IS NOT SUBMITTED IN TWO SEPARATE ENVELOPES AND/OR YOUR TECHNICAL BID CONTAINS PRICE INFORMATION, YOUR OFFER WILL BE REJECTED.

25. 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.

26. 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;
- Not properly marked or addressed as required in the ITB;
- Delivered to another UNIDO office than the one required 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.

27. 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(b) above;
- b) By e-mail to:
Ms. C. Ziniel or Ms. M. Petrovsky
Telefax: +43-1-26026 6815
E-mail: c.ziniel@unido.org or m.petrovsky@unido.org

UNIDO will respond in writing to any request for clarification of this ITB, which is received no later than five (5) 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.

28. 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.

29. Confidentiality

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 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 of Work and Supply to prospective sub-contractors for the sole purpose of obtaining bids from them. Notwithstanding the other provisions of this ITB, 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 ITB.



Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process.

Any effort by a bidder to influence UNIDO in the examination, evaluation and comparison of the bids or contract award decisions may result in the rejection of their bid.

From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact UNIDO on any matter related to their bid, they should do so in writing to the address indicated in the cover note of this ITB.





STATEMENT OF CONFIRMATION

SECTION 1

On behalf of _____
(hereafter referred to as "Declarant"¹), I hereby represent and warrant that Declarant:

- 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) Has not been involved in any situation that may appear as an actual or a potential conflict of interest, including, but not limited to, any of the following situations:
 - i. None of Declarant's key personnel is associated - financial, family or employment wise - with concerned UNIDO personnel, including UNIDO experts/consultants recruited under the relevant project or with UNIDO's counterpart;
 - ii. No fees, gratuities, rebates, gifts, commissions, offers of employment or any other payments, other than those shown in the offer, have been, directly or indirectly, given, received or promised in connection with the subject procurement process;
 - iii. Declarant has not participated in the preparation of the concerned procurement process, its design or its bidding documents, including, but not limited to, the technical specifications, terms of reference, and/or scope of works, being subsequently used by UNIDO;
 - iv. Declarant does not, directly or indirectly, control, is not controlled by or is not under common control with another bidder;
 - v. Declarant does not receive or has not received any direct or indirect subsidy from another bidder;
 - vi. Declarant does not have the same legal representative as another bidder;
 - vii. Declarant does not have a relationship with another bidder, directly or indirectly (except declared sub-contractors), that puts it in a position to influence the bid of another bidder, or influence the decisions of UNIDO regarding this procurement process;
 - viii. Declarant has not submitted more than one bid in the procurement 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 will result in the disqualification of all bids in which such bidder is involved); or
 - ix. Declarant finds itself involved in any other situation that may appear as an

¹ Declarant includes reference, as applicable, to any person or entity having powers of representation, or exercising ownership, decision-making or control over another person or entity, or which is owned or controlled by or under common ownership or control with, such person or entity, whether directly or indirectly and in whole or in part, such as a parent, subsidiary or associate company, or as a member of their administrative, management or supervisory body.

A small, handwritten signature in blue ink, located in the bottom left corner of the page.

actual or a potential conflict of interest, understood by UNIDO to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a fraud and corruption under UNIDO's Procurement Manual.

- c) Accepts to abide by the terms of the UNIDO Policy on Exclusion from Funding (DGB/2021/15), available at https://www.unido.org/sites/default/files/files/2021-12/DGB_UNIDO_Policy_on_Exclusion_from_Funding_0.pdf (hereinafter referred to as the "Policy", as may be amended from time to time) and represents and warrants that Declarant is not and has not been the subject of any of the exclusion criteria stated in the Policy. Further, Declarant covenants and agrees to notify UNIDO promptly in the event that Declarant becomes subject to any of the exclusion criteria stated in the Policy during the term of this procurement process and eventually, if applicable, during the term of the Declarant's contract or agreement with UNIDO.

SECTION 2

[Please note that this section is to be completed only in case one or more of the statements under Section 1 above cannot be confirmed or attested to. After consideration of the information and documentation provided under this Section 2, UNIDO reserves the right to disqualify the bidder from any further participation in the procurement process and take any other pertinent action pursuant to the UNIDO Policy on Exclusion from Funding and to the specific procedures set out in UNIDO's Procurement Manual.]

On behalf of Declarant, I hereby represent and warrant that Declarant:

[Indicate here below the statement that cannot be confirmed or attested to and provide the reasons and all detailed related information, e.g. date of conviction of a criminal offence, court, jurisdiction, etc., together with all related documentation. Moreover, if relevant, also indicate any mitigating measure(s) taken to remedy the statement that cannot be confirmed or attested to]

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

