Ref.: CMO/OSS/PRO

Date: 24 May 2022

Subject: Invitation to Bid (ITB) No. 1100174437
FOR THE PURCHASE OF EQUIPMENT AND TOOLS FOR TRAINING CENTERS, SERVICE WORKSHOPS AND TECHNICIANS IN MEXICO
Under Project HCFC PHASE-OUT MANAGEMENT PLAN (HPMP) Stage II

Dear Sirs/Madams:

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO), hereby invites you to submit a written Bid for the purchase of equipment and tools for training centers, service workshops and technicians in Mexico as defined in the Technical Specifications (Appendix 1 to this ITB) and related documents attached hereto.

I. CLOSING DATE

To ensure consideration, your complete, detailed Bid consisting of TWO SEPARATE SEALED ENVELOPES (ONE WITH TECHNICAL BID AND THE OTHER WITH THE COMMERCIAL BID, BOTH IN HARD AND SOFT VERSIONS, including separate USD sticks) should reach the address indicated in paragraph 3 of the Instructions for the Preparation and Submission of Bids by Wednesday, 15 June 2022, close of business (16:00 Vienna time).

It is the sole responsibility of the bidder to ensure that the sealed envelope/package containing the 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 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 the bidder and will not constitute timely delivery. Bids received after the above-mentioned deadline will be invalidated.

II. GENERAL

a) This ITB is for the complete package of technical services and supply of equipment with necessary supervision and backstopping as required in the Technical Specifications dated May 2022, which are attached hereto as Appendix 1.

b) Bids must be submitted strictly using the attached Bid Forms, Appendix – Technical Bid Forms and Appendix 7 – Commercial Bid Forms, 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. 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". In the event of any discrepancy between them, the original shall govern.

c) The terms set forth in this ITB, including the contents of the Technical Specifications and UNIDO General Conditions will form 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.

d) 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, financial 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, may be rejected.

e) 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.

f) In order to be considered for the contract, your company/organization must meet the qualification requirements and evaluation criteria specified in Appendix 2.

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 heir 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 Request for Proposal.

g) 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 Technical Specifications will be an important factor in awarding a contract.

We look forward to receiving your Bid.

Yours sincerely

Claudia Ziniel
Procurement Officer,
Procurement Services Division
Department of Operational Support Services
Directorate of Corporate Management and Operations
<table>
<thead>
<tr>
<th>Enclosures</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix 1:</td>
<td>Technical Specifications dated May 2022</td>
</tr>
<tr>
<td>Appendix 2:</td>
<td>Qualification Requirements and Evaluation Criteria</td>
</tr>
<tr>
<td>Appendix 3:</td>
<td>Model Contract including Annexes</td>
</tr>
<tr>
<td></td>
<td>Annex A - UNIDO General Conditions of Contract</td>
</tr>
<tr>
<td></td>
<td>Annex B - Facilities, Privileges and Immunities Section</td>
</tr>
<tr>
<td></td>
<td>Annex C - Instructions for the Dispatch of Reports</td>
</tr>
<tr>
<td></td>
<td>Annex D - Packing and Marking Instructions</td>
</tr>
<tr>
<td></td>
<td>Annex E - Drawings, Specifications and Manuals</td>
</tr>
<tr>
<td>Appendix 4:</td>
<td>Financial Statement and Certification</td>
</tr>
<tr>
<td>Appendix 5:</td>
<td>Acknowledgement Form</td>
</tr>
<tr>
<td>Appendix 6:</td>
<td>Mandatory Statements and mandatory information to be provided with the bid separately for Technical and Commercial Part</td>
</tr>
<tr>
<td>Appendix 7:</td>
<td>Detailed Bid Sheet (Commercial Bid)</td>
</tr>
<tr>
<td></td>
<td>Detailed Bid Sheet (Technical Bid)</td>
</tr>
<tr>
<td>Appendix 8:</td>
<td>Statement of confirmation</td>
</tr>
<tr>
<td>Appendix 9:</td>
<td>Bank Information Form</td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

1. Preparation and Submission of Bid

The Bid shall be prepared and submitted in accordance with the instructions herein.

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 in hard copy documents + technical offer in pdf format with attached USB stick, while the other shall contain the Commercial Bid with price(s) and commercial terms. 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". 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. flash drive, etc.) of the respective Bid. In the event of any discrepancy between the hard copy and the soft copy, the original hard copy 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 company/organization.

The Bid 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 Bid shall initial such corrections.

PARTIAL BIDS ARE NOT ACCEPTED.

(b) Mailing Address

Your Bid must be submitted to the following address:

UNIDO
Procurement Services Division
Attention: Ms. Claudia Ziniel
Room D-2011
Wagramer Strasse 5
A-1220 Vienna
AUSTRIA

Please inform tracking number by e-mail to j.gavranic@unido.org once the Bid has been dispatched.

(c) Preparation of the Bid

In line with the provided Appendix 7 - Technical Bid Form and Appendix 7 – Commercial Bid Form, 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) in line with Appendix 7 Technical Bid Form must contain, but not limited to following:

(i) Cover letter;
(ii) Duly filled in and signed Technical Specifications;

(iii) Signed Mandatory Statements and mandatory Information/Documentation for the Technical Bid (Appendix 6, Technical Part);

(iv) Annual Financial Statements: A certified copy of the Financial Statements 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;

(v) Signed completed Financial Statement and Certification (Appendix 4);

(vi) Signed Statement of Confirmation (Appendix 8).

(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);

(ix) Filled in Bank Information Form (Appendix 9)

(x) Copy of company’s registration/incorporation documents

**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 United States Dollar to complete the proposed work. The offers not expressed in United States Dollar 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 United States Dollar price will be used for price comparison and in the contract. Please note that prices for equipment, parts and supplies shall be quoted DAP (DAP, INCOTERMS 2020).

(ii) A detailed cost breakdown of the firm, fixed price referred to in above sub-paragraph, strictly in the format provided in the Detailed Bid Sheet/Commercial Bid (Appendix 7). Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.

(iii) Signed Mandatory Statements and mandatory Information/Documentation for the Commercial Bid (Appendix 6, Commercial Part).

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 (Appendix 8). 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 Acknowledgment Form (Appendix 5), 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 bidder’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 your risk and may result in the rejection of your Bid.

   Bids must be submitted for all items included in the Technical Specifications (partial bids will not be accepted).

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. **Type of Contract**

    A firm, fixed price is contemplated for the Contract, covering all inputs required of the Contractor as stated in the Technical Specifications (Appendix 1) and in the Model Purchase Order (Appendix 5).
11. **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.

12. **Evaluation Procedure/Acceptance of Bids**

All Bids that are submitted in response to this ITB will be reviewed and evaluated by UNIDO in a fair and impartial way, in accordance with the provisions of the UNIDO Financial Rules and Procurement Procedures, applying the qualification requirements and evaluation criteria specified in Appendix 2.

The envelopes containing Technical Bids will be opened first and the Bids will be evaluated 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 Technical Bids found substantially responsive to the ITB requirements and meeting the qualification requirements. UNIDO will not open the sealed envelopes with the Commercial Bids corresponding to the Technical Bids that have been found not substantially responsive. These Bids will be discarded.

The **Contract shall be awarded based on the best value for money principles to the qualified bidder whose Technical Bid has been found substantially responsive and whose Commercial Bid 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, substantially responsive Bid, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.

13. **No Commitment**

This ITB does not commit UNIDO to award a contract. UNIDO reserves the right to accept or reject any Bid(s), or annul this ITB and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for UNIDO action.

UNIDO also reserves the right to negotiate and award only a portion of the requirement; to negotiate and award separate or multiple contracts for the elements covered by this ITB in any combination it may deem appropriate, in its sole discretion; to add new considerations, information or requirements at any stage of the procurement process, including during negotiation with bidders; and reject the Bid submitted by any 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 ITB contains no contractual Bid of any kind; any Bid submitted will be regarded as a Bid by the bidder and not as an acceptance by the bidder of any Bid 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.

14. **Contract Award**

The contract will be awarded subject to (i) where relevant, successful negotiations of the contract, and (ii) approval of contract award by the relevant authorized official of UNIDO.

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

15. **Signing of Contract**

After the successful bidder’s acceptance of the UNIDO contract award, UNIDO will send the
bidder the contract documents incorporating all agreements between the parties. The successful bidder shall sign and date the contract and return it to the UNIDO no later than two (2) weeks of the receipt of the contract documents.

16. 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.

17. 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.

18. 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.

19. 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 Model Contract and Annexes (Appendix 5).

20. Payment
Payment will be normally made in accordance with the terms of the model Contract. 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 payment terms different from those of UNIDO.
21. **Marking of Envelope**

As provided in paragraph 3 above, your Bid shall be submitted in two (2) separate 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).

The sealed envelope containing the Technical Bid shall be marked:

```
ITB No. 1100174437
FOR THE PURCHASE OF EQUIPMENT AND TOOLS FOR TRAINING CENTERS, SERVICE WORKSHOPS AND TECHNICIANS IN MEXICO
Technical Bid
Do not open before the Closing Date
```

The sealed envelope containing the Commercial Bid shall be marked:

```
ITB No. 1100174437
FOR THE PURCHASE OF EQUIPMENT AND TOOLS FOR TRAINING CENTERS, SERVICE WORKSHOPS AND TECHNICIANS IN MEXICO
Commercial Bid
Do not open before the Closing Date
```

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

22. **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.

23. **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.
24. **Request for Information**

Any requests for clarifications, additional information, etc., relating to this ITB must be addressed **in writing** to the Procurement Services Division for the attention of Ms. Claudia Ziniel (C.Ziniel@unido.org) cc: Ms. Jelena Gavranic J.Gavranic@unido.org. If despite the above instruction additional information and clarifications are obtained by the bidder from other sources, the bidder will be disqualified and the Bid rejected.

UNIDO will respond in writing to any request for clarification of this ITB, which is received no later than five (5) calendar days prior to the deadline for the submission of Bids. 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 bidders who have indicated their intent to offer by submitting a completed Acknowledgment Form.

25. **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.

26. **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.