



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Ref.: CMO/OSS/PRO/AB

Date: 05 August 2021

Subject: Request for Proposal (RFP) No. 1100177111 - PROVISION OF ONE BRAND NEW MOBILE INSULATING OIL REGENERATION PLANT (Lot 1) AND TWO BRAND NEW MOBILE INSULATING OIL FILTRATION/DEHYDRATION PLANTS (Lot 2) FOR TRANSFORMERS AND WITCHEARS FOR USE BY CEYLON ELECTRICITY BOARD 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 equipment, supplies and 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 08 September 2022, 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 equipment, supplies and services divided into two (2) Lots with necessary commissioning, installation, supervision, training and backstopping**. It covers a total organizational responsibility as required by the Terms of Reference dated 27 July 2022, 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
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 27 July 2022
Appendix 2:	Qualification Requirements and Evaluation Criteria
Appendix 3a:	Technical Offer Form
Appendix 3b:	Commercial Offer Form
Appendix 4:	Model Contract (to be further adapted to the specific tender requirement)
	Annex A: Special Conditions of Contract (if applicable)
	Annex B: UNIDO General Conditions of Contract
	Annex C: Terms of Reference
	Annex D: 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
A-1220 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 statement regarding which Lot (Lot 1 and/or Lot 2)** your company/organization is participating to and is providing a complete Technical and Commercial Offer for;
- ix) **A valid Certificate of Incorporation/Registration**, setting forth the legal basis of the Company;
- x) **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
- xi) **Company description, structure and number of employees, relevant practical experience of at least 5 years, 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);
- xii) **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;
- xiii) **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)/equipment manufacturer(s), if any**, and the extent and nature of such sub-contracting and/or equipment supply;

- xiv) **A detailed description of the offered equipment, and inclusive of all information/data requested in the Terms of Reference in accordance with the requirements and format of Appendix 3.a (Technical Offer Forms).** Any deviation from the Terms of Reference (Appendix 1) shall be clearly listed separately. It is also reminded that, for each offered Lot, a complete Technical Offer shall be submitted.
- xv) **Catalogues, technical leaflets, manuals etc.** Include catalogues, technical leaflets, manuals etc., pertinent to the equipment 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 offer are not encouraged;
- xvi) **Country of origin:** Indicate in your offer the country of origin or assembly of all items offered;
- xvii) **Work plan: please provide a detailed/well-designed work plan/time schedule for equipment design, manufacturing, transportation, installation, commissioning and training,** in line with the requirements outlined in the Technical Specifications (Appendix 1);
- xviii) **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;
- xix) **Warranty:** You must provide information on the warranty applicable to the offered goods. **Warranty for equipment and parts must be in line with the Terms of Reference, starting from the date the issuance of the Certificate of Inspection and Acceptance;**

The Supplier shall warrant that the equipment supplied by him, his subcontractor(s) and/or sub-suppliers shall be new and free from defects in workmanship, materials and design. The Supplier shall commit that in case it has been selected, it will repair or replace at his own expense as soon as practicable and no later than three (3) months any of the equipment 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 Supplier. These requirements will be incorporated in any contract resulting from this RFP;
- xx) **Information on your service, including after-warranty Services:** Please provide detailed information on your or your service organization or an entity in the country/region covering operational and trouble-shooting support, spare parts depots, repair shops, training centers, etc., including full disclosure of names, locations, training, years of experience, telephone numbers and e-mail addresses;
- xxi) **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, including the amounts of any pending claims, arbitration and other pending legal action of claims;
- xxii) **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;**

- xxiii) **A signed Statement of Confirmation in the form provided on the last page of these instructions** concerning your company/organization;
- xxiv) 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) Total Price and Unit Prices:

(a) You should indicate **your best firm fixed total price and unit prices in United States Dollars (USD)** for the requirements in accordance with the **Appendix 3.b (Commercial Offer Forms)**. Please note that prices for equipment, parts and supplies shall be quoted ***DAP named place of destination (INCOTERMS 2010), including unloading (if/as required)***, unless otherwise indicated. It is reminded that **for each offered Lot, a complete Commercial Offer shall be submitted.**

(b) Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.

(c) The offers not expressed in United States Dollars (USD) will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening of the Bids and the resulting United States Dollars (USD) price will be used for price comparison and in the contract.

ii) If possible, your cash-flow estimate related to the execution of the work under the contract.

4. General Eligibility, Exclusion Criteria and Qualification Requirements

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 hired for any assignment 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 limiting the generality of the foregoing, a bidder shall not be eligible to participate in this procurement or be considered for any eventual contract if the bidder, or any employee, executive, manager or director thereof, is associated, or has 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 technical specifications, terms of reference or any other substantive documents to be used for the procurement of the services under this RFP.

Bidders may be requested to provide such evidence of their continued eligibility to UNIDO, as and when UNIDO shall reasonably request.

Eligibility and qualification will also be based on the bidder's capability of meeting the qualification requirements specified in Appendix 2: Qualification Requirements and Evaluation Criteria regarding the bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the bidder on the relevant forms and templates attached to its proposal.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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].**

11. Reports

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

12. 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.

13. 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.

14. Evaluation Procedure

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 evaluation criteria specified in Appendix 2.

14.1 Preliminary Examination

UNIDO will examine the proposals to determine whether they are substantially responsive. In particular, UNIDO will assess whether the proposals are complete, whether they comply with the qualification requirements specified in the RFP, whether the duly signed statement of confirmation, or any other requested statement along with the requesting accompanying documentary evidence, pursuant to the UNIDO policy on exclusion from funding (DGB/2021/15) has been submitted within the given deadline; whether any computational/arithmetical errors have been made, whether the documents have been duly signed, and whether commercial information is not included in the technical proposal when using a two-envelope procurement method. The preliminary examination may also involve a background check of bidders.

For the purpose of this clause, a substantially responsive proposal is one which conforms to all the terms and conditions of the RFP without material deviations. UNIDO's determination of a proposal's responsiveness is based on the contents of the proposal itself without recourse to extrinsic evidence. A proposal determined as not substantially responsive will be rejected by UNIDO and may not subsequently be made responsive by correction of the non-conformity.

14.2 Evaluation and Comparison of Proposals

A two-stage procedure is utilized in evaluating the proposals. The evaluation of the technical parts of the proposals is completed prior to the evaluation of the price-related parts of the proposals.

In the first stage, UNIDO will evaluate the technical parts of the proposals on the basis of their responsiveness to the Terms of Reference in particular and the RFP in general, applying the evaluation criteria as specified in Appendix 2.

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.

During the technical evaluation, a rating/scoring system may be applied if so specified in the RFP.

The technical evaluation should ascertain that the proposals are technically acceptable and do not contain material deviations from the technical requirements (i.e. being substantially responsive).

In the second stage, the price-related parts of all proposals, which were found to be substantially responsive and attained the minimum technical score, will be compared against the commercial evaluation criteria as specified in the RFP.

15. Selection Criteria

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.

16. 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.

Offers shall be made on an “all-inclusive basis” by Lot. Notwithstanding this, 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.

17. Contract Award/Notification of Award

UNIDO will notify the successful bidder in writing that its proposal has been accepted. 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.

The Procurement Official will send a notification of award to the successful bidder(s) and, notification(s) of rejection to the unsuccessful bidder(s) within 5 days from the date of approval of the statement of award. The notification(s) of rejection to the unsuccessful bidder(s) shall include the procedures and deadlines to protest the award.

18. 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 proposal. 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.

19. 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 protest procedure shall be deemed in any way to constitute a waiver of any of the privileges and immunities of UNIDO.

20. Publication of Award

Within 14 days from the date of receipt of the countersigned contract, the relevant Procurement Official will publish, 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.

21. 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.

22. 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 – Special Conditions of Contract (if applicable)

Annex B – General Conditions of Contract

Annex C- Terms of Reference

Annex D – Performance Guarantee Form (if applicable)

23. 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.

24. 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: 1100177111 - PROVISION OF ONE BRAND
NEW MOBILE INSULATING OIL REGENERATION PLANT (Lot 1)
AND TWO BRAND NEW MOBILE INSULATING OIL
FILTRATION/DEHYDRATION PLANTS (Lot 2) FOR
TRANSFORMERS AND WITCHGEARS FOR USE BY CEYLON
ELECTRICITY BOARD IN SRI LANKA**

Technical Offer

Closing Date: 08 September 2022 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: 1100177111 - PROVISION OF ONE BRAND NEW MOBILE INSULATING OIL REGENERATION PLANT (Lot 1) AND TWO BRAND NEW MOBILE INSULATING OIL FILTRATION/DEHYDRATION PLANTS (Lot 2) FOR TRANSFORMERS AND WITCHGEARS FOR USE BY CEYLON ELECTRICITY BOARD IN SRI LANKA

Commercial Offer

Closing Date: 08 September 2022 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.

25. 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.

26. 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.

While partial bidding and split award by Lot is possible, for each offered Lot Bidders are requested to provide a complete technical and commercial offer for each and every equipment and services listed in the respective Lot. Incomplete offers may be disregarded

27. 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), copy to Mr. M. Kajkut (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.**

28. 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. 1100177111

SECTION 1

On behalf of [insert name of the legal entity and delete this highlighted text in brackets] (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 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

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.

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: _____