



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Request for Proposal (RFP)

Reference: RFP No. 1100180123

Date: 24 October 2022

Project: Developing sustainable settlements
for Afghan refugees in the Islamic
Republic of Iran (UNIDO ID 190041)

UNIDO HQ, Vienna, Austria

**UNIDO team dealing with this request:
Mr. Jochen Kraus, Procurement Team 3**

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1. The Headquarter of UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) in Vienna, hereby invites you to submit a written proposal for the items listed in the enclosed Terms of Reference, Appendix 2, which are required for the project named above. Your proposal shall be prepared in accordance with the **Instructions for the Preparation and Submission of Proposals (Appendix 1)** and shall be submitted by email to RFP1100180123@unido.org. The submission deadline is **21 November 2022, 17:00 CET (UTC +2)**.

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

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

Yours truly,

for

A handwritten signature in blue ink, appearing to read "Atsushi Isoyama".

Atsushi Isoyama

UNIDO, Vienna, Austria

Enclosures

Appendix 1: Instructions for the Preparation and Submission of Proposals;

Appendix 2: Terms of Reference;

Appendix 3: UNIDO Contract and General Conditions of Contract.

APPENDIX 1
INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

1. PREPARATION AND CONTENTS OF PROPOSALS

Proposals shall be prepared and submitted in accordance with the instructions that follow under paragraphs 2-19 inclusive.

2. LANGUAGE OF PROPOSAL

Your proposal and all correspondence and documents relating to it shall be written in the English language.

3. SIGNATURE OF THE PROPOSAL

An official legally authorized to enter into contracts on behalf of your company/organization must sign your proposal.

4. STATEMENTS

You must submit together with the proposal the statements mentioned below.

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

5. CATALOGUES, TECHNICAL LEAFLETS, MANUALS ETC.

You should include in your proposals catalogues, technical leaflets, manuals etc., pertinent to the goods subject to this RFP and any other information you may consider appropriate. However, unnecessarily elaborated brochures and other presentations beyond that sufficient to present complete and effective proposal are not encouraged.

6. INFORMATION ON YOUR SERVICE AND TRAINING FACILITIES

Please provide in your proposal information on your service and training facilities, if any, in the country of the project, including spare parts depots, repair shops, training centers, etc.

1. TOTAL PRICE AND UNIT PRICES

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

8. WARRANTY

- (a) You should provide information on the warranty applicable to the offered goods (services). Warranty must be as per the standard manufacturers' warranties for all items listed in the Terms of Reference, starting from the date the commissioning of the goods.
- (b) The seller shall warrant that the goods supplied by him, his subcontractor(s) and/or sub-suppliers shall be new and free from defects in workmanship, materials and design. The seller shall commit that in case it has been selected, it will repair or replace at his own expense and as soon as practicable any of the goods which, within the warranty period, prove to be defective as mentioned above or as a result of any erroneous or inadequate engineering drawings, technical specifications and/or operating instructions of the seller. **These requirements will be incorporated in any purchase order contract resulting from this RFP.**

9. SPARE PARTS

In *the event* spare parts are normally delivered with the equipment but are not mentioned in the Terms of Reference, please include in your proposal the minimum quantity required for three (3) years of operation.

10. COUNTRY OF ORIGIN

Please indicate in your proposal the country of origin or assembly of all items offered.

11. TYPE OF CONTRACT

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

12. EVALUATION PROCEDURE - ACCEPTANCE OF PROPOSALS

Your proposal and *any* others which are submitted in response to this RFP will be reviewed and evaluated by UNIDO in a fair and impartial way in accordance with the provisions of the UNIDO Financial **Regulations and Rules** and Procurement Procedures applying. The best proposal submitted (**lowest cost, technically acceptable**), all factors considered, will receive the award.

13. NO COMMITMENT

This RFP does not commit UNIDO to award a contract. UNIDO reserves the right to accept or reject any 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 invitee(s) or any obligation to inform the affected invitee(s) of the grounds for UNIDO action. UNIDO also reserves the right to negotiate and award only a portion of the requirement; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, in its sole discretion. This RFP contains no contractual offer of any kind; any proposal submitted will be regarded as an offer by the invitee and not as an acceptance by the invitee of any offer by UNIDO. No contractual relationship will exist except pursuant to a written contract document signed by the authorized official of UNIDO and by the successful invitee(s) chosen by UNIDO.

14. CONTRACT BASIC TERMS AND CONDITIONS

Except as otherwise required by the circumstances of the case, the contract for the services subject to this RFP will be based upon the terms and conditions of the following Contract and Annexes, attached to the RFP as Appendix 3:

UNIDO Contract

Annex A: UNIDO General Conditions of Contract

Annex B: Terms of Reference

15. PAYMENT

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.

16. PROPRIETARY INFORMATION

It is understood that this RFP is confidential and proprietary to UNIDO, contains privileged information, part of which may be copyrighted, and is received by suppliers on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UNIDO, except that the suppliers may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining proposals from them. Notwithstanding the other provisions of this RFP, suppliers will be bound by the contents of this paragraph whether or not their company submits a proposal or responds in any other way to this RFP.

17. REJECTION OF PROPOSALS AND SPLIT AWARDS

UNIDO reserves the right to reject any and all proposals if they are, inter alia:

- Received after the deadline stipulated in the RFP;
- Not properly marked or addressed as required in the RFP;
- Delivered to another UNIDO office than the one required in the RFP;
- Transmitted by e-mail unless specifically indicated in the RFP;
- Unsolicited;
- Contain an alternate proposal;
- Or not otherwise in compliance with this RFP.



UNIDO also reserves the right to split an award between any suppliers in any combination, as it may deem appropriate. If the proposal is submitted on an "all or none" basis, it should be clearly stated as such in your response to this RFP.

18. VALIDITY OF PROPOSALS

PROPOSALS shall remain valid for no less than 90 days from closing date of this RFP.

19. 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.