



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Reference: CMO/OSS/PRO/CZ/mp

Date: 30 January 2020

Subject: Invitation to Bid (ITB) No. 1100136746/CZ/mp (RFx no. 7000004030)
Sanitary material for renewal of the warm water boiler in Building A of the Vienna International Centre, Austria

1. The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invites you to submit your written bid for the **supply of sanitary material for renewal of the warm water boiler in Building A** of the Vienna International Centre (VIC), in accordance with this document and Appendixes 1 to 7 thereto.

To ensure consideration, your bid must reach us by **20 FEBRUARY 2020**, close of business (4 p.m. Vienna time).

PLEASE NOTE:

UNIDO carries out all tender exercises through our new ERP system. To participate in the subject tender, please submit your offer directly through the appropriate SAP Procurement portal. If you would like to participate in this tender exercise, you must register with UNIDO as follows:

The following link is for users who want to register for a user account, if new to UNIDO, in order to participate in our bidding exercises: <https://procurement.unido.org/>

Then click on "Request Bidder Account", complete the request and submit. You will then receive a User ID and Password with which you can enter the SAP Procurement portal.

If you face difficulties in creating / submitting your proposal, please contact our support team tel.: +43 1 260 26 ext. 4608.

2. When preparing your Bid you should comply with and follow the **Instructions for the Preparation and Submission of Bids**, Appendix 1.

3. You should accustom yourself with UNIDO qualification requirements and evaluation criteria specified in Appendix 3 to this ITB. **Please note that only the bidders who meet UNIDO qualification requirements and evaluation criteria will be considered for a contract.**

4. The terms set forth in this ITB and its appendixes, including the Technical Specifications and UNIDO General Conditions of Purchase Contract, 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.

5. Any requests for clarifications, additional information, etc., relating to this ITB must be addressed in writing to the Procurement Services Division/OSS/CMO (Attn. Ms. M. Petrovsky). **If despite the above instruction additional information and clarifications are obtained by the bidder from other sources, the bidder will be disqualified and its bid rejected.**

6. UNIDO will respond in writing to any request for clarification, which is received no later than three (3) days prior to the deadline for the submission of bids. The clarifications requested beyond this date will not be entertained by UNIDO. UNIDO will send copies of its response to relevant queries (including an explanation of the query but without identifying the source of inquiry) to all bidders who submitted a completed Acknowledgment Form, indicating their intention to Bid.

Yours truly,



Claudia Ziniel
Procurement Officer
Procurement Services Division
Department of Operational Support Services
Directorate of Corporate Management and Operations

Enclosures

- Appendix 1: Instructions for the Preparation and Submission of Bids
- Appendix 2: Technical Specifications
- Appendix 3: Qualification Requirements and Evaluation Criteria
- Appendix 4: Model Purchase Order with General Terms and Conditions
- Appendix 5: Financial Statement and Certification
- Appendix 6: Acknowledgement Form
- Appendix 7: Mandatory Statements and Information to be submitted with the Bid

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

Appendix 1

1. PREPARATION AND CONTENTS 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

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 Supplier, in which case the person or persons signing the Bid shall initial such corrections.

4. SIGNATURE OF THE BID

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

5. SUPPLIER'S STATEMENTS AND INFORMATION

You must submit together with the Bid the statements and information mentioned below. Please note that these statements and information are mandatory and your Bid will be rejected in the event these statements and information have not been provided.

- i) **Signed Mandatory Statements and Information (Appendix 7)**
- ii) **A completed certified Supplier's Financial Statement (Appendix 5).** Certification shall be normally provided by your bank, or insurance company, or auditors, or any other authority (e.g., your Chief Executive Officer, Financial Director, etc.) customarily providing such certification according to the laws of your country.
- iii) **Duly filled-in and signed Statement of Confirmation** (last page of these Instructions)

6. TOTAL PRICE AND UNIT PRICES

- i) You should indicate **your best firm fixed total price and unit prices in Euro** for the requirements in accordance with the Technical Specifications (Appendix 2). Please note that prices shall be normally quoted **DAP, UNIDO, VIC, Vienna, Austria (INCOTERMS 2000)**, unless otherwise indicated.
- ii) **Indicate** separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
- iii) **Bids** not expressed in Euro will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening of your Bid and resulting Euro price will be used for price comparison and in the contract.

7. WARRANTY (if applicable)

The seller shall provide UNIDO with all manufacturers' standard warranties. The Supplier 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 Supplier 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 Supplier. **These requirements will be incorporated in any purchase order contract resulting from this ITB.**

8. COUNTRY OF ORIGIN (if applicable)

Indicate in your Bid the country of origin or assembly of all items offered.

9. ACKNOWLEDGMENT FORM

You are kindly requested to return the enclosed Appendix 6, Acknowledgement Form, duly signed by an authorized representative, to UNIDO via facsimile or e-mail advising whether or not your company/organization intends to submit a Bid prior to the designated closing date for receipt of Bids.

10. COMPLETENESS OF BID

You are expected to examine all instructions, forms, terms and specifications of this ITB and its Appendixes. 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 supply the goods specified satisfactorily. Failure to furnish all information required by this ITB or submission of a Bid not substantially responsible to the ITB in every respect will be at the Supplier's risk and may result in the rejection of its Bid.

11. CORRECTNESS OF 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 Supplier 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 Supplier through any sources of its choice. Any inaccurate information given may lead to a rejection of the Bid.

12. TYPE OF CONTRACT

A firm, fixed price is contemplated for the purchase contract, covering all the inputs required as stated in the Technical Specifications, Appendix 2, and in the Model Purchase Order Form, Appendix 4.

13. WITHDRAWAL AND MODIFICATION OF BIDS

Bids may be modified or withdrawn by suppliers in writing, prior to the closing date specified in the ITB. Bids may not be modified or withdrawn after that time.

14. EVALUATION PROCEDURE AND 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 and evaluation criteria specified in Appendix 3. **The contract will be awarded to the qualified Supplier 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 its decision.

UNIDO reserves the right to negotiate with the Supplier 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.

15. 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 Supplier(s) or any obligation to inform the affected Supplier(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 suppliers; 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 offer of any kind; any Bid submitted will be regarded as an offer by the Supplier and not as an acceptance by the Supplier 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.

16. CONTRACT AWARD

UNIDO will notify the successful Supplier in writing that its Bid has been accepted. Upon the successful Supplier's confirmation of acceptance of the contract award and conclusion of the contract, UNIDO will notify each unsuccessful Supplier. The notification to the unsuccessful suppliers will not contain any information concerning other suppliers and their prices, including that of the winning Bid, due to the confidential and proprietary character of such information. Any queries of unsuccessful suppliers to this respect will not be entertained by UNIDO.

17. 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.

18. CONTRACT BASIC TERMS AND CONDITIONS

Except as otherwise required by the circumstances of the case, the contract for the licenses subject to this ITB will be based upon the terms and conditions of the following Purchase Order Form and Annexes, attached to the ITB as Appendix 4:

Purchase Order Form

Annex A: UNIDO General Conditions of Purchase Contract

Annex B: Technical Specifications

19. PAYMENT

The Financial Regulations and Rules of UNIDO preclude payment by Letters of Credit. Such provision in a Bid will be prejudicial to its evaluation by UNIDO. The normal terms of payment by UNIDO are 30 days upon satisfactory delivery of goods or performance of services and acceptance thereof by UNIDO, progress payments being allowed upon agreement of the Parties. Supplier must therefore clearly specify in their Bids if they offer the payment terms different from those of UNIDO.

20. 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 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 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.

21. 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;
- Transmitted by facsimile or e-mail 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 suppliers in any combination, as it may deem appropriate. If the Bid is submitted on an "all or none" basis, it should clearly state as so in this ITB.

22. RETENTION OF UNSUCCESSFUL 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

23. VALIDITY OF BIDS

Bids shall remain valid for no less than 120 days from closing date of this ITB.

24. 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 suppliers shall bear all the costs associated with the preparation and submission of the Bids, and UNIDO will not in any case be responsible or liable for those costs, regardless of the conduct or outcome of this competitive exercise.

STATEMENT OF CONFIRMATION

On behalf of (insert name of company or institution): _____, I hereby attest and confirm that the company/organization:

- 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) Is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a Court or Judicial Officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) Has fulfilled all its obligations to pay taxes and social security contributions.
- d) Has not, and that its Directors and Officers have not, within the last five years been convicted of any criminal offence related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) Pursues zero tolerance policy to all forms of corruption, including extortion and bribery.
- f) That UNIDO, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the company/institution from any further participation in its procurement proceedings.
- g) That UNIDO shall have the right to disqualify the company/institution from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of UNIDO a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by UNIDO in connection with a procurement proceeding.
- h) Does not have any conflict of interest such as the following:
 - i. None of the bidder's key personnel is associated - financial, family, employment wise - with concerned UNIDO officials, UNIDO experts/consultants recruited under the relevant project;
 - ii. no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the offer, have been given, received, or promised in connection with the subject ITB;
 - iii. company and/or its affiliates did not participate in the preparation of the concerned procurement process, its design or the bidding documents, including, but not limited to, the technical specifications, terms of reference, and the scope of works, being subsequently used by UNIDO;
 - iv. the company directly or indirectly controls, is controlled by or is under common control with another bidder;
 - v. receives or has received any direct or indirect subsidy from another bidder;
 - vi. has the same legal representative as another bidder;
 - vii. has a relationship with another bidder, directly or through common third parties (except declared sub-contractors), that puts it in a position to influence the bid of another bidder, or influence the decisions of UNIDO regarding the bidding process;
 - viii. submits more than one bid in the bidding 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 (except as declared sub-contractor) will result in the disqualification of all bids in which such bidder is involved; or
- i) The company is not debarred from business with the United Nations and other organizations;

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

