



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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CMO/OSS/PRO/AB

15 March 2021

Subject: Request for Proposal (RFP) No.: 7000004743/AB
PROVISION OF SERVICES FOR POLICY DEVELOPMENT AND
RECOMMENDATION TO SUPPORT THE RECP IMPLEMENTATION
AND PROMOTION UNDER ECO-INDUSTRIAL DEVELOPMENT
CONCEPT UNIDO PROJECT 150036

Dear Sirs, Dear Madam,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invites you to submit a written proposal for the provision of services detailed in the revised Terms of Reference (Appendix 1) dated 11 March 2021 and related documents attached hereto.

1. CLOSING DATE

To ensure consideration, your complete, detailed proposal should be submitted through the eProcurement portal by **06 April 2021, 16:00:00 hours CET.**

2. GENERAL

- a) This RFP is for the provision of services with necessary supervision and backstopping. It covers a total organizational responsibility as required by the Terms of Reference (TOR), dated 11 March 2021, which are attached hereto as Appendix 1.
- b) The terms set forth in this RFP will form a 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, in the event that negotiations have been 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, the supplier must meet the qualification requirements specified in the 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
Associate Procurement Officer
on behalf of
M. Dethlefsen, Chief,
Procurement Services Division
Department of Operational Support Services
Directorate of Corporate Management and Operations

Enclosures

Instructions and Requirements for the Preparation and Submission of Offers

Appendix 1: Terms of Reference dated 11 March 2021

Annex A: Project document

Appendix 2: Qualification Requirements and Evaluation Criteria

Appendix 3: Instructions and form for the preparation and submission of the financial proposal

Appendix 4: Model Contract

Annex A: UNIDO General Conditions of Contract

Annex B: UNIDO Privileges and Immunities

Appendix 5: Financial Statement and Certification Form

Appendix 6: Bank Information Form

Appendix 7: Statements and Confirmation

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS (OFFERS)

IMPORTANT NOTE: PLEASE FOLLOW INSTRUCTIONS BELOW. IN CASE YOUR OFFER IS NOT SUBMITTED IN LINE WITH THESE INSTRUCTIONS IT MAY BE REJECTED.

1. Preparation and Submission of Proposal

Proposal shall be prepared and submitted in accordance with the instructions that follow.

2. Language of Proposal

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

3. Format and Signing of Proposal

- (a) Your proposal shall be submitted through the eProcurement 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 // e-mail: procurement@unido.org. Our team will assist you ‘step by step’ in submitting your proposal.

Your Proposal must be typed or written in indelible ink and be signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Bid shall initial such corrections.

(b) 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 Part of your Proposal** 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 listed separately;**
 - 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 a 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 valid/certified copy of the Certificate of Incorporation or other documents setting forth the legal basis of your company/organization.**
 - vi) **A description of your company/organization** including information such as **structure and number of employees, qualification, main areas of activity and practical experience** (see Terms of Reference), printed brochures and catalogues relevant to the services being procured.
 - vii) **Relevant references to the requirements similar to those constituting the object of this RFP as per Terms of Reference requirements, including size of the executed projects and scope of the performed work. In your proposal you should provide at least three (3) current major client references (maximum one page per project/contract),** with information regarding contract value, duration and type of work and services provided and contact information;
 - viii) **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), if applicable;
 - ix) **An explanation of your understanding of the work to be performed** with detailed description of the resources that will be made available by the Contractor to deliver the requested services, including description of the methodology/approach to the activities outlined in the Terms of Reference (Appendix 1);
 - x) **The names, titles and assignments (functions) as well as the detailed curriculum vitae of the key staff assigned for this contract.** The CVs of the key staff should be completed in a detailed manner, with particular reference to practical experience and expertise in the fields required. The staff you propose assigning to the work must have a good knowledge of the language(s) specified in the Terms of Reference.
 - xi) **The names and qualifications (including description of activities, number of personnel employed, references to the clients and completed projects, accreditations and quality standards, if applicable) of the proposed sub-contractor(s),** if any, and description of the extent and nature of such sub-contracting;
 - xii) **A Work Plan, including a Deliverables submission schedule,** for the implementation and entire duration of the contract;
 - xiii) 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.
 - xiv) Signed **Statement of Confirmation**, in the form provided on the last page of these instructions;
 - xv) Signed **Mandatory Statements and Confirmations (Appendix 7);**
- **Commercial Part of your Proposal** should contain, but not necessarily be limited to, the following information:
 - i) **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;

- ii) **A statement** confirming acceptance of UNIDO payment terms of 30 days after receipt of Invoice and acceptance of the good/services provided;
- iii) **Your best firm and fixed price in USD** to complete the proposed work. **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 and the resulting USD price will be used for price comparison and in the contract.**
- iv) **A detailed cost breakdown** of the firm and fixed price referred to in sub-paragraph i) above, highlighting the costs foreseen to provide the services. Bidders must use the form provided showing the costs by main categories in accordance with the instructions in Appendix 3 to this RFP. **Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.**
- v) **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 concerning your company/organization, including the amounts of any pending claims, arbitration and other pending legal action of claims.
- vi) **A completed certified Supplier's Financial Statement and Certification Form** (the form is enclosed herewith for completion as Appendix 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 Bid submitted without certified Financial Statement runs the risk of being rejected. If available, Companies may also include latest rating report from international/national business rating entities.
- vii) **A completed certified Bank Information Form** (the form is enclosed herewith for completion as Appendix 6).

4. Statement of Confirmation

You are required to complete and sign the Statement of Confirmation, in the form provided on the last page of these instructions.

5. 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.

6. 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.

7. 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.

8. Period of Contract Service and Work Plan

The overall time period for the completion of the work is indicated in the Terms of Reference (Appendix 1). **Your proposal should include a time schedule for the completion of the proposed work in the form of a detailed work plan.**

9. Reports

UNIDO will require the reports listed in the Terms of Reference.

10. Type of Contract

A firm and fixed price is contemplated for the contract, for the full and proper performance of the Contractor's obligations under this Contract, as stated in the Model Contract, Appendix 4. This sum will include all expenses to be incurred by the Contractor including, but not limited to: salaries, indemnities, social charges, overheads, technical assistance, and supervision costs covering all the inputs required of the Contractor as stated in the Terms of Reference, and in the Model Contract.

11. Responsibilities of UNIDO (if applicable)

The services and facilities which will be provided by UNIDO and/or the Government/Project Counterpart will tentatively be as set forth in the Model Contract, Appendix 4. They may be specified and amended during execution of the contract.

12. 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.

13. Evaluation Procedure/Acceptance of Proposals

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.

The contract shall be awarded based on the best value for money principles to the qualified supplier whose proposal has been found substantively responsive and is the lowest cost to UNIDO. UNIDO will endeavour 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.

14. 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.

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.

15. Contract Award

UNIDO will notify the successful supplier in writing that its proposal 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 offer, due to the confidential and proprietary character of such information. Any queries of unsuccessful suppliers to this respect will not be entertained by UNIDO.

16. 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.

17. 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: UNIDO General Conditions of Contract

Annex B: UNIDO Privileges and Immunities (if applicable)

18. Payment

Payment will be normally made in accordance with terms and conditions stated in 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.

19. 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.

20. 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 to be submitted on an "all or none" basis, it should clearly state as so in this RFP.

21. Request for Information

In case you have any queries or comments ("requests for clarification") about this RFP, please upload your requests directly in the e-procurement portal for consideration by UNIDO. In case you have informed via UNIDO's eProcurement portal of your intention to submit a proposal, you will be kept informed throughout the bid submission period of any clarification or amendment notes issued in respect of this RFP.

UNIDO will respond in writing to any request for clarification of this RFP, which is received no later than one (1) week prior to the deadline for the submission of proposals. The clarifications

requested beyond this date may not be entertained by UNIDO. Bidders gaining information through any other means will be disqualified.

22. 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. 7000004743

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 RFP;
 - 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;
- 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: _____