



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

VIENNA INTERNATIONAL CENTRE
PO BOX 300, A-1400, VIENNA, AUSTRIA

TELEPHONE: (+43 1) 26026-0 FAX: (+43 1) 26026-6815 <http://www.unido.org> E-mail: unido@unido.org

3 October 2018

Subject: Invitation to Bid (ITB) No.: 7000003206
PROVISION OF A GAS CHROMATOGRAPH WITH AN ELECTRON CAPTURE
DETECTOR AND AUXILIARY EQUIPMENT
for the GEF/UNIDO Project 'Implementation of PCB Management Programs for Electric
Cooperatives and safe E-waste Management'

Dear Sir, Dear Madam,

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invites you to submit your written bid for the above project, in accordance with this document, the Technical Specifications (Appendix 1) dated 2 October 2018 and related documents attached hereto.

1. CLOSING DATE

To ensure consideration, your complete, detailed Bid should be submitted through the eProcurement portal by **2 November 2018, 16:00:00 hours CET.**

2. GENERAL

- a) This ITB is for the provision of Equipment and Supplies with necessary commissioning, installation, supervision, training and backstopping. It covers a total organizational responsibility as required by the Technical Specifications, dated 2 October 2018 which are attached hereto as Appendix 1.
- b) 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.
- c) Your Bid should be comprehensive and detailed and shall be submitted strictly using the attached Bid Form, Appendix 3. It must include information in sufficient scope to allow UNIDO to consider whether your company/organization has the necessary capability, experience, knowledge, expertise, financial strength, and the required capacity to perform the work specified satisfactorily. Your Bid shall clearly and concisely respond to all points set out in this ITB. Any bid, which does not fully and comprehensively address this ITB, may be rejected.
- d) You should strictly adhere to all requirements of this ITB. No changes, substitutions or other alterations to the technical specifications of requirements stipulated in this ITB will be accepted unless approved in writing by UNIDO.
- e) **In order to be considered, the contract supplier must meet the qualification requirements specified in the Appendix 2.**

- d) In this project, time is of the essence. Your ability to commence work and complete it strictly in accordance with the time frame contained in the Technical Specifications will be an important factor in awarding a contract.

We look forward to receiving your bid.

Yours sincerely,



Alessandra Bravin
Associate Procurement Officer
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: Technical Specifications dated 2 October 2018
Appendix 2: Qualification Requirements and Evaluation Criteria
Appendix 3: Technical and Commercial Bid Forms
Appendix 4: Model Purchase Order
Annex A: UNIDO General Conditions of Contract
Annex B: UNIDO Privileges and Immunities
Appendix 5: Financial Statement and Certification Form
Appendix 6: Mandatory Statements and Confirmation
Appendix 7: Bank Information Form

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS (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 Bid**
Bids shall be prepared and submitted in accordance with the instructions that follow.
2. **Language of Bid**
Your bid and all correspondence and documents relating to it shall be written in the English language.
3. **Format and Signing of Bid**
 - (a) Your bid shall be submitted through the eProcurement portal and signed by an official legally authorized to enter into contracts on behalf of your company/ organization.
 - (b) **Preparation and Content of the Bid**
Your Bid should consist of Technical and Commercial Parts.

Technical Part of your Bid 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 Purchase Order in accordance with this ITB and its Appendices. **Any deviation from the Technical Specifications (Appendix 1) or other documents contained in this Invitation to Bid shall be clearly listed separately;**
- ii) **A statement of your ability to start work promptly, including the earliest possible delivery date (which should not exceed 10 weeks) starting from the entry into force of the Purchase Order;**
- 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 Purchase Order within the period of time indicated in the Technical Specifications, Appendix 1;**
- iv) **A statement that your Bid is valid for a minimum period of 6 months counting from the date of the ITB submission deadline. Once your Bid is accepted during this period, the price quoted in your Bid must remain unchanged for the entire period of the resulting contract unless otherwise specified in this ITB;**
- v) **A statement that your Company/organization has no conflict of interest as defined in the UNIDO Procurement Manual, sub-chapter 8.3.1, para. 184. ;**
- vi) **A statement that your Company/organization has been given, received, or promised no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the offer, in connection with the selection process or in contract execution;**
- vii) **A statement that your Company/organization is not debarred from business with the United Nations and other organizations;**
- viii) **A statement that your Company/organization (including proposed Sub-Contractors and or experts) was not involved in the preparation of the concerned procurement notice 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;**

- ix) **A statement that you will provide all necessary insurances and warranty requirements of the Purchase Order, Appendix 4, as well as guarantees/warranties described in the Technical Specifications, Appendix 1;**
- x) **Signed Statement of Confirmation, in the form provided on the last page of these instructions;**
- xi) **Signed Mandatory Statements and Confirmation (Appendix 6);**
- xii) **A valid/certified copy of the Certificate of Incorporation or other documents setting forth the legal basis of your company/organization;**
- xiii) **A description of your company/organization's capacity of operations including company description, structure and number of employees, practical experience fulfilling contracts of a similar nature, with relevant references to the requirements similar to those constituting the object of this ITB, size of the executed projects and scope of the performed work. In your bid you should list at least three (3) current major client references with information regarding work and services provided and contact information (company name, phone number, facsimile number);**
- xiv) **Evidence of your company/organization's operating standards and control systems, if applicable (indicate if certificates of adherence to international quality standards such as ISO 9000 and ISO 9001 or similar are available and enclose copies thereof);**
- xv) **Evidence (i.e. Certificate) of your company/organization's being an Exclusive or Authorized Distributorship from the manufacturer to guarantee and warrant the after sales support of the equipment;**
- xvi) **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;**
- xvii) **Detailed description of the offered goods, in accordance with the template of the Technical Bid provided in Appendix 3 and inclusive of all information/data requested in the Technical Specifications;**
- xviii) **Catalogues, technical leaflets, manuals etc. Include in your Bid catalogues, technical leaflets, manuals etc., pertinent to the goods subject to this ITB and any other information you may consider appropriate. However, unnecessarily elaborated brochures and other presentations beyond that sufficient to present complete and effective Bid are not encouraged;**
- xix) **Country of origin: Indicate in your Bid the country of origin or assembly of all items offered;**
- xx) **The names, titles and assignments (functions) as well as the detailed curriculum vitae of the key staff assigned for this contract, as and if requested in the Technical Specifications, 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;**
- xxi) **Work plan for design, manufacturing, transportation, installation and training: please provide a detailed/well-designed work plan/time schedule for equipment design, manufacturing, transportation, installation and training, in line with the requirements outlined in the Technical Specifications (Appendix 1);**

- xxii) **Warranty:** You must provide information on the warranty applicable to the offered goods. Warranty for equipment and parts must be for a minimum period of twenty four (24) months, starting from the date the issuance of the Certificate of Inspection and Acceptance;

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 as soon as practicable and no later than two (2) months 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;**

- xxiii) **Information on your service, including after-warranty Services:** Please provide detailed information on your or your Philippine-based service organization or an entity in the 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;

- xxiv) **Consumables and Spare parts:** please include in your Bid consumable and spare parts, as required by the Technical Specifications, Appendix 1.

Commercial Part of your Bid should contain, but not necessarily be limited to, the following information:

- i) **A statement** that you have carefully reviewed the Model Purchase Order 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) **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 Bid Form (Appendix 3 to ITB). Please note that prices for equipment, parts and supplies shall be normally quoted **DAP named place of destination (INCOTERMS 2010), PNO Industrial Park, Mariveles, Bataan, Philippines,** unless otherwise indicated.
 - (b) Please indicate separately discounts, if any, which you may grant to UNIDO and the terms of such discounts.
 - (c) The Bids 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.
- iv) **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;
- v) **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;

vi) **A completed and signed Bank Form indicating the required bank account details** (the form is enclosed herewith for completion as Appendix 7).

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. Completeness of Bid

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

6. Correctness of the Bid

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the 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.

7. 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 1 and in the Model Purchase Order, Appendix 4.

8. 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.

9. Evaluation Procedure/Acceptance of Bids

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

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.

10. 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.

Offers shall be made on an "all-inclusive basis". Notwithstanding this, UNIDO 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.

11. 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 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.

12. 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.

13. 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 Purchase Order and Annexes, attached hereto as Appendix 4:

Model Purchase Order

Annex A: UNIDO General Conditions of Contract

Annex B: UNIDO Privileges and Immunities (if applicable)

14. Payment

Payment will be normally made in accordance with terms and conditions stated in the Model Purchase Order, Appendix 4. 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. Suppliers must therefore clearly specify in their bids if they offer the payment terms different from those of UNIDO.

15. 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.

16. Rejection of Bids and Split Awards

UNIDO reserves the right to reject any and all Bids if they are not 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 to be submitted on an "all or none" basis, it should clearly state as so in this ITB.

17. Retention of 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.

18. Request for Information

In case you have any queries or comments ("requests for clarification") about this ITB, 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 Bid, you will be kept informed throughout the bid submission period of any clarification or amendment notes issued in respect of this ITB.

UNIDO will respond in writing to any request for clarification of this ITB, which is received no later than two (2) weeks prior to the deadline for the submission of Bids. The clarifications requested beyond this date may not be entertained by UNIDO. Bidders gaining information through any other means will be disqualified.

19. 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 Bid, 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 ITB No. 7000003206**

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.

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____