



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Ref.: COR/PRO

Date: 03 October 2024

**Subject: Request for Proposal (RFP) No. 1100227487
Provision of equipment and installation services required for setting up a national POPs/ODS Disposal Facility in Belarus**

Dear Sirs/Madams:

The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invites you to submit a written proposal **Provision of equipment and installation services required for setting up a national POPs/ODS Disposal Facility in Belarus** as defined in the Terms of Reference (Appendix 1 to this RFP) and related documents attached hereto.

I. CLOSING DATE

To ensure consideration, your complete, detailed proposal consisting of **TWO SEPARATE SEALED ENVELOPES (ONE WITH TECHNICAL PROPOSAL AND THE OTHER WITH THE COMMERCIAL PROPOSAL, BOTH IN HARD AND SOFT VERSIONS, including separate USB sticks)** should reach the address indicated in paragraph 3 of the Instructions for the Preparation and Submission of Proposals by **Tuesday, 05 November 2024, close of business (16.00 hrs 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 the supplier and will not constitute timely delivery. **Proposals received after the above-mentioned deadline will be invalidated.**

II. GENERAL

- a) This RFP is for the Provision of equipment and Installation services required for setting up a national POPs/ODS Disposal Facility in Belarus as required in the Terms of Reference dated September 2024, which are attached hereto as Appendix 1.
- b) Proposals must be submitted strictly using the attached Proposal Forms, *Appendix 3 – Technical Proposal Form* and *Appendix 4 – Commercial Proposal Form*, **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 one (1) copy each, clearly marked "ORIGINAL PROPOSAL" and "COPY OF PROPOSAL". In the event of any discrepancy between them, the original shall govern.
- c) The terms set forth in this RFP, including the contents of the Terms of Reference and UNIDO General Conditions of Contracts 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.

- d) 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, financial 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.
- e) 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.
- f) **In order to be considered for the contract, your company/organization must meet the qualification requirements and evaluation criteria specified in Appendix 2.**

We look forward to receiving your Proposal.

Yours sincerely



Claudia Ziniel
Procurement Officer
Procurement Services
Directorate of Corporate Services and Operations

Enclosures

Appendix 1:	Terms of Reference dated September 2024
Appendix 2:	Qualification Requirements and Evaluation Criteria
Appendix 3:	Technical Proposal Form
Appendix 4:	Commercial Proposal Form
Appendix 5:	Model Contract
Appendix 5:	General Conditions and Terms of the Contract
Appendix 6:	UNIDO Financial Statement and Certification Form
Appendix 7:	Bank Information Form
Appendix 8:	Statement of confirmation
Appendix 9:	Acknowledgement Form

INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

1. Preparation and Submission of Proposal

The Proposal shall be prepared and submitted in accordance with the instructions herein.

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 must be submitted in **TWO (2) SEPARATE SEALED ENVELOPES**, one of which shall contain the **Technical Proposal without price(s) and commercial terms in hard copy documents + technical offer in pdf format with attached USB stick containing the technical proposal, while the other shall contain the Commercial Proposal with price(s) and commercial terms with attached USB stick containing the commercial proposal**. The Technical and Commercial Proposals must be submitted in one (1) original and one (1) copy 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. USB stick, 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.

PARTIAL PROPOSALS ARE NOT ACCEPTED.

(b) Mailing Address

Your Proposal must be submitted to the following address:

**UNIDO
Procurement Services Division
Attn.: Ms. Claudia Ziniel
Procurement Officer
Procurement Services
Wagramer Strasse 5
A-1220 Vienna
Austria
Tel.: +43 1 26026 Ext.5159**

Please inform tracking number by e-mail to c.ziniel@unido.org cc: j.gavranic@unido.org and e.dorner@unido.org. once the Proposal has been dispatched.

(c) Preparation of the Proposal

In line with the provided Appendix 3- Technical Proposal Form and Appendix 4 - Commercial Proposal Form, your Proposal should consist of a Technical and a Commercial Part and contain, but not necessarily be limited to, the following information:

TECHNICAL PROPOSAL (to be submitted in a separate sealed envelope without price information)

In line with Appendix 3 - Technical Proposal Form must contain, but not limited to following:

- (i) **Cover letter;**
- (ii) **Signed Mandatory Statements and mandatory Information/Documentation for the Commercial Proposal** as well as:
 - a. **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;**
 - b. **A statement confirming the compliance with warranty terms**
 - c. **Company's description**, including the **list of references** of previously fulfilled projects of similar requirements
 - d. **Evidence of relevant licenses and/or authorizations** where applicable enabling the company to perform the category of the services/work required under the RFP, if applicable
 - e. **CVs of the key personnel**
 - f. **Annual Financial Statements:** A certified copy of the Financial Statements for the last 2-3 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;
 - g. Signed completed **Financial Statement and Certification** form (Appendix 6)
 - h. Signed **Statement of Confirmation** (Appendix 8).
 - i. Filled in **Bank Information Form** (Appendix 7)
 - j. Copy of **company's registration/incorporation documents**
- (iii) **Description of the Goods and Services, including the workplan and catalogues, technical leaflets manuals etc.**
- (iv) **Deviation Form for the Terms of Reference**
- (v) **Spare Parts list**

COMMERCIAL PROPOSAL (to be submitted in a separate sealed envelope)

The Commercial Proposal must contain, but not necessarily be limited to, the following information:

- (i) **A detailed cost breakdown of the firm, fixed price, strictly in the format provided in the Detailed Proposal Sheet/Commercial Proposal (Appendix 4 b) in a hard copy and also in excel format (USB stick).**

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

Important note: Partial bidding is not acceptable.

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

- (ii) **Signed Mandatory Statements and mandatory Information/ Documentation for the Commercial Proposal**, including:
 - a. **A statement** that your proposal is valid for a minimum period of **180 days** counting from the date of the proposal. Once your proposal is accepted during this period, the price quoted in your proposal must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP.
 - b. **A statement** confirming the acceptance of the **Model Contract and its Annexes**
 - c. **A statement** confirming the acceptance of the **UNIDO Payment terms**

- (iii) **Deviation Form for commercial terms**

4. UNIDO requires that suppliers 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. Suppliers shall not be engaged in any contract 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 suppliers found to have a conflict of interest may be disqualified.

Without limitation on the generality of the above paragraph, a supplier shall not be eligible to participate in this procurement or be considered for an eventual contract if the supplier, or any employee, executive manager or director thereof, is associated, or have 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 Terms of Reference, bill of quantities, scope of works or any other substantive documents to be used for the procurement under this Request for Proposal.

5. **Statement of Confirmation**
You are required to complete and sign the Statement of Confirmation (Appendix 8). The Statement of Confirmation shall be included in the envelope with the TECHNICAL Proposal.
6. **Acknowledgment Form**
You are kindly requested to return the attached Acknowledgment Form (Appendix 9), 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 your risk and may result in the rejection of your Proposal.

Important note: Partial bidding is not acceptable.

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. **Type of Contract**

Firm, fixed unit prices are contemplated for the Contract, covering all inputs required of the Contractor as stated in the Terms of Reference (Appendix 1) and in the Model Services Contract (Appendix 5).

11. **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.

12. **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 qualification requirements and evaluation criteria specified in Appendix 2. Although price is an important factor, it shall not be the primary consideration in evaluating responses to this RFP

The envelopes containing Technical Proposals will be opened first and the Proposals will be evaluated against the qualification requirements and technical evaluation criteria set out in Appendix 2 to this RFP. After completion of the technical evaluation, UNIDO will open and evaluate only those Commercial Proposals, which correspond to the Technical Proposals found substantially responsive to the RFP requirements and meeting the qualification requirements. UNIDO will not open the sealed envelopes with the Commercial Proposals corresponding to the Technical Proposals that have been found not substantially responsive. These Proposals will be discarded.

The Contract shall be awarded based on the best value for money principles to the qualified supplier whose Technical Proposal has been found substantially 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, substantially responsive Proposal, for the purpose of seeking revisions of such Proposal to enhance its technical aspects and/or to reduce the price.

12. **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.

13. **Contract Award**

The contract will be awarded subject to (i) where relevant, successful negotiations of the contract, and (ii) approval of contract award by the relevant authorized official of UNIDO. UNIDO reserves the right to negotiate with the successful supplier for the purpose of seeking revisions of his proposal in order to enhance the technical aspects of the proposal and/or to reduce the price.

14. **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.

15. **Protest Procedures**

A supplier 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/sites/default/files/files/2022-03/AI_2022_02_Procurement_Manual%20Copy.pdf?token=2000973616

Receivability of protests shall be made by UNIDO. UNIDO shall have the discretion to request additional information from the supplier, 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 supplier.

16. **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 supplier(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 another procurement 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 debriefing or a protest procedure shall be deemed in any way to constitute a waiver of any of the privileges and immunities of UNIDO.

17. **Publication of Award**

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

18. 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 Model Contract and Annexes (Appendix 5).

19. Payment

Payment will be normally made in accordance with the terms of the Model Contract (Appendix 5). 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 payment terms different from those of UNIDO.

20. Marking of Envelope

As provided in paragraph 3 above, your Proposal shall be submitted in two (2) separate sealed envelopes, one of which containing one (1) original and one (1) copy of the Technical Proposal (without prices and commercial terms), the other containing one (1) original and one (1) copy of the Commercial Proposal (with prices and commercial terms).

The sealed envelope containing the Technical Proposal shall be marked:

**RFP No. 1100227487
FOR THE PROVISION OF EQUIPMENT AND INSTALLATION
SERVICES REQUIRED FOR SETTING UP A NATIONAL POPS/ODS
DISPOSAL FACILITY IN BELARUS
Technical Proposal
Do not open before the Closing Date**

The sealed envelope containing the Commercial Proposal shall be marked:

**RFP No. 1100227487
FOR THE PROVISION OF EQUIPMENT AND INSTALLATION
SERVICES REQUIRED FOR SETTING UP A NATIONAL POPS/ODS
DISPOSAL FACILITY IN BELARUS
Commercial Proposal
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 PROPOSAL (WITHOUT PRICES) AND COMMERCIAL PROPOSAL IN SEPARATE SEALED ENVELOPES IS 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.

21. **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 facsimile unless specifically indicated in the RFP;
- 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 the RFP.

22. **Request for Information**

Any requests for clarifications, additional information, etc., relating to this RFP must be addressed **in writing** to the Procurement Services for the attention of Ms. Claudia Ziniel (C.Ziniel@unido.org) cc: j.gavranic@unido.org; e.dorner@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 Proposal rejected.

UNIDO will respond in writing to any request for clarification of this RFP, which is received no later than five (5) calendar days 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 s who have indicated their intent to offer by submitting a completed Acknowledgment Form.

23. **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.

24. **Confidentiality**

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 Terms of Reference 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.

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award shall not be disclosed to suppliers or any other persons not officially concerned with such process.

Any effort by a supplier to influence UNIDO in the examination, evaluation and comparison of the Proposals or contract award decisions may result in the rejection of their Proposal.

From the time the Proposals are opened to the time the contract is awarded, if any supplier wishes to contact UNIDO on any matter related to their Proposal, they should do so in writing to the address indicated in the cover note of this RFP.