

## Section II: Instruction to Offerors

### 1. SCOPE OF PROPOSAL

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Offerors are invited to submit a Proposal for the services/goods specified in Section IV: Schedule of Requirements, in accordance with this RFP. A summary of the scope of the Proposal is included in **Section I: RFP Particulars**.

All correspondence and notification in relation to this RFP shall be sent to the contact person and address set out in **Section I: RFP Particulars**. Please note that the address for Proposal Submission may be different.

### 2. INTERPRETATION OF THE RFP

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This RFP is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the Offeror and UNOPS and nothing in or in connection with this RFP shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful Offeror.

### 3. AMENDMENTS TO THE RFP

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Prior to the deadline for Proposal Submission, UNOPS may at its discretion modify the RFP Documents by way of a written addendum. All written addenda to the RFP Documents shall form part of the RFP.

In the event UNOPS modifies the RFP, UNOPS will notify in writing all Offerors that have received the RFP directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, responses will be posted online.

In order to give the Offerors reasonable time to take such modification into account, UNOPS may extend the Deadline for Proposal Submission as may be appropriate under the circumstances.

### 4. OFFEROR ELIGIBILITY

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Offerors may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding contract with UNOPS.

An Offeror, and all parties constituting the Offeror, may have the nationality of any country with the exception of the nationalities, if any, listed in **Section I: RFP Particulars**. An Offeror shall be deemed to have the nationality of a country if the Offeror is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

An Offeror shall not have a conflict of interest. An Offeror shall be considered to have a conflict of interest if:

- An Offeror (including its personnel) has a close business or family relationship with a UNOPS personnel or with personnel of the UNOPS partner who engaged UNOPS and who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- An Offeror is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the

preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;

- An Offeror has an interest in other Offerors, for the same procurement activity, including when they have common ownership and/or management. Offerors shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Offeror is involved. This includes situations where a firm is the Offeror in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid. In the case of procurement processes with lots, this provision shall apply on a lot by lot basis;
- An Offeror does not comply with any other conflict of interest situation relevant to the specific procurement process as specified in the solicitation document.
- An Offeror that has an owner, partner, board member, officer, who is a current member of UNOPS personnel (regardless of the UNOPS personnel contract modality), or in which a current member of UNOPS personnel has a direct financial interest in any capacity.

Offerors must disclose any actual or potential conflict of interest in the Offeror Information Form and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UNOPS. Failure to disclose any actual or potential conflict of interest may lead to the Offeror being sanctioned further to [UNOPS policy on vendor sanctions](#).

An Offeror shall not be eligible to submit a Proposal if and when at the time of proposal submission, the Offeror:

- is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS ([UNOPS Ineligibility List](#)) and other Agencies, Funds or Programs of the UN System;
- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and [World Bank Listing of Ineligible Firms and Individuals](#).
- is included in any other Ineligibility List from a UNOPS partner and if so listed in **Section I: RFP Particulars**.
- is currently suspended from doing business with UNOPS and removed from its vendor database(s), for reasons other than engaging in proscribed practices as defined in the UNOPS Procurement Manual.

All Offerors are expected to embrace the principles of the [United Nations Supplier Code of Conduct](#), given that it originates from the core values of the Charter of the United Nations. UNOPS also expects all its suppliers to adhere to the principles of the [United Nations Global Compact](#) and requests that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process as further defined in Article 41.

If an Offeror does not have all the expertise required for the provision of the services/goods to be provided under the Contract, such Offeror may submit a Proposal in association with other entities, particularly with an entity in the country where the goods and/or services are to be provided. In the case of a joint venture, consortium or association:

- i. All parties of such joint venture, consortium or association shall be jointly and severally liable to UNOPS for any obligations arising from their Proposal and the Contract that may be awarded to them as a result of this RFP;
- ii. The Proposal shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. The duly filled Form D: Joint Venture Partner Information Form must be included with the Proposal (if applicable). Such entity shall have the authority to make decisions binding

upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and

- iii. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.
- iv. Each joint venture, consortium or association members must meet the offeror eligibility conditions.

The eligibility conditions for the offerors under this article also apply to any sub-contractor.

## **5. ERRORS OR OMISSIONS**

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Offerors shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Offerors shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

## **6. OFFERORS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT**

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Offerors shall be responsible to inform themselves in preparing their Proposal. In this regard, Offerors shall ensure that they:

- i. examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
- ii. review the RFP to ensure that they have a complete copy of all documents;
- iii. obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- iv. verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;
- v. attend any Clarification Meeting or Site Inspection if it is mandatory under this RFP;
- vi. fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods/services; and
- vii. form their own assessment of the nature and extent of the services/goods required as included in Section IV: Schedule of Requirements and properly account for all requirements in their Proposal.

Offerors acknowledge that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the Offerors.

## **7. CLARIFICATION OF THE RFP**

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Offerors may request clarification of the RFP or Proposal process by submitting a written request to the contact stated in **Section I: RFP Particulars** up to the time stated in **Section I: RFP Particulars** and thereafter requests for clarification will not be accepted. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated directly to all Offerors that received the RFP directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, responses will be posted online without disclosing the names of the Offerors who submitted the requests for clarification.

## **8. CLARIFICATION OR PRE-PROPOSAL MEETING**

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Unless otherwise instructed in writing by UNOPS, a clarification or Pre-Proposal meeting will only be held if stated **Section I: RFP Particulars**, at the time and place and in accordance with any instructions set out in the **Section I: RFP Particulars**.

If it is stated in **Section I: RFP Particulars** that a clarification meeting shall be mandatory, an Offeror which does not attend the clarification meeting shall become ineligible to submit a proposal under this RFP.

The names of representatives of Offerors who will attend the clarification meeting shall be submitted in writing by Offerors to the UNOPS contact person listed in **Section I: RFP Particulars**, including the full name and position of each representative at least 1 working day before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from Offerors regarding the RFP or Proposal process during the clarification meeting. All questions shall be submitted in accordance with Article 7.

The clarification meeting shall be conducted for the purpose of providing background information only. Without limiting Article 6, Offerors shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all Offerors which received the Proposal documents directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, the minutes will be posted online without disclosing the names of the Offerors who attended the clarification meeting, shortly after the clarification meeting.

## **9. SITE INSPECTION**

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Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in **Section I: RFP Particulars**, at the time and place and in accordance with any instructions set out in **Section I: RFP Particulars**.

If it is stated in **Section I: RFP Particulars** that a site inspection shall be mandatory, an Offeror which does not attend the site inspection shall become ineligible to submit a proposal under this RFP.

Offerors participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the Offerors to participate in a site inspection.

Prior to attending a site inspection, Offerors shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

- i. loss of or damage to any real or personal property;
- ii. personal injury, disease or illness to, or death of, any person;
- iii. financial loss or expense, arising out of the carrying out of that site inspection; and
- iv. transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

UNOPS will not issue any formal answers to questions from Offerors regarding the RFP or Proposal process during a site visit. All questions shall be submitted in accordance with Article 7.

A site visit will be conducted for the purpose of providing background information only. Without limiting Article 6, Offerors shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

## **10. DOCUMENTS COMPRISING THE PROPOSAL**

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The Proposal shall comprise the following:

- a. Proposal Submission Form and the applicable Returnable Bidding Forms included in Section V;
- b. Proposal Security if specified in **Section I: RFP Particulars**, in accordance with Instructions to Offerors Article 19, if required;
- c. Documentary evidence as specified in Section III: Evaluation Criteria to establish the Offeror's compliance with the applicable eligibility, formal, qualification and technical criteria.

## **11. EXCLUSIVITY AND AVAILABILITY STATEMENT**

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If so required in **Section I: RFP Particulars**, **each** key expert profile requested in Section IV: Schedule of Requirements must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

- a. The key experts proposed in the proposal must not be part of any other proposal being submitted for this RFP process. They must therefore engage themselves exclusively to the Offeror.
- b. Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Schedule of Requirements and the offeror's proposal.

Having selected an offer or partly on the basis of an evaluation of the key experts presented in the offer, UNOPS expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the solicitation documents, UNOPS will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Offeror, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the proposal. The desire of an Offeror to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

## **12. REMUNERATION FOR AND COSTS OF PROPOSALS**

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Offerors shall not be entitled to any remuneration or compensation for the preparation and submission of their Proposal.

Offerors acknowledge that their participation in any stage of the solicitation process for this RFP is at the Offerors' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by Offerors in the preparation and submission of Proposals or participation in the solicitation process, including as part of any clarification meeting or site inspection.

UNOPS is not liable to Offerors for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the RFP or Offerors' participation in the solicitation process, including where:

- i. clarifications and addenda are provided or not provided to Offerors;
- ii. an Offeror is not selected or not engaged to carry out the services;
- iii. UNOPS varies, terminates, suspends or delays any aspect of the Proposal process or conducts another process in its place;
- iv. UNOPS elects not to proceed with the RFP in whole or in part; or
- v. UNOPS exercises any other rights under the RFP.

### **13. PROPOSAL VALIDITY PERIOD**

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Proposals shall remain valid for acceptance by UNOPS for the entire period set out in **Section I: RFP Particulars**. A Proposal valid for a shorter period of time shall not be further considered.

Prior to expiration of the Proposal validity period, UNOPS may request in writing that the Offerors extend the validity of their Proposals with the same conditions. The Proposal of Offerors who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

### **14. PARTIAL PROPOSALS**

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Offerors must offer services/goods for the total requirement requested under Section IV: Schedule of Requirements unless if so stated in **Section I: RFP Particulars**. Proposals offering only part of the requirements may be rejected unless permitted otherwise in **Section I: RFP Particulars**.

If indicated in **Section I: RFP Particulars** that Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, Offerors must offer 100 % of the items specified for each lot and 100% of the quantities specified for each item of a lot. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in Section III: Evaluation Criteria.

### **15. ALTERNATIVE PROPOSALS**

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Offerors shall not submit more than one Proposal per Offeror in this RFP process, with the exception of alternative offers if so provided for in **Section I: RFP Particulars**. Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative Proposal.

If **Section I: RFP Particulars** states that alternative Proposals shall not be accepted, then these will not be evaluated. If an Offeror submits more than one Proposal:

- i. All Proposals marked as "Alternative Proposal" will be disqualified and only the Proposal marked as "Initial Proposal" will be evaluated; or,
- ii. All Proposals will be rejected if no indication is provided as to which Proposal is the original Proposal and which is/are the alternative Proposal(s).

### **16. PROPOSAL PRICES AND DISCOUNTS**

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The prices and discounts quoted by the Offeror in the Financial Proposal Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Financial Proposal Form.

The Offeror shall quote any unconditional discounts and indicate the method for their application in the Financial Proposal Form.

If applicable, the terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2020 edition of Incoterms, published by The International Chamber of Commerce. The Incoterms rules and place of destination is specified in Section IV: Schedule of Requirements.

Prices quoted by the Offeror shall be fixed during the Offeror's performance of the Contract and not subject to variation on any account, unless otherwise specified in **Section I: RFP Particulars**. A Proposal submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Offerors Article 27. However, if in accordance with **Section I**, prices quoted by the Offeror shall be subject to adjustment during the performance of the Contract, a Proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in **Section I: RFP Particulars** Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Offerors wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

## **17. PROPOSAL CURRENCY(IES)**

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Prices in the Proposal shall be quoted in the currency(ies) stated in **Section I: RFP Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the Proposal prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Proposal Submission.

UNOPS reserves the right not to reject any Proposals submitted in a currency other than the mandatory Proposal currency(ies). UNOPS may accept Proposals submitted in another currency than stated above if the Offeror confirms during clarification of Proposals in writing that it will accept a contract issued in the mandatory Proposal currency and that for conversion the official United Nations operational rate of exchange of the day of RFP deadline as stated in the Section I: RFP Particulars shall apply. Regardless of the currency of Proposals received, the contract will always be issued and subsequent payments will be made in the mandatory Proposal currency above.

## **18. DUTIES AND TAXES**

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Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNOPS as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All Proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: RFP Particulars**.

## **19. PROPOSAL SECURITY**

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The Offeror shall furnish as part of its Proposal, a Proposal Security, if required in **Section I: RFP Particulars**.

The Proposal Security shall be in the amount and form specified in **Section I: RFP Particulars** and shall:

- a. Be in the same currency as stipulated in Instructions to Offerors, Article 17.
- b. Be valid for thirty (30) days beyond the period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period.

A proposal that does not include a Proposal Security in the amount and form described above may be rejected by UNOPS.

Unsuccessful Offerors' Proposal securities will be discharged/returned as promptly as possible, but no later than thirty (30) days after the expiration of the period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period.

The successful Offeror(s)' Proposal securities will be discharged/returned upon the Offeror executing the contract, pursuant to Article 34, Signing of Contract.

The Proposal security may be forfeited:

- a. If an Offeror withdraws its Proposal during the period of Proposal validity specified by the Offeror on the Proposal submission form; or
- b. In the case of the successful Offeror, if the Offeror fails to sign the contract in accordance with Article 34, Signing of Contract.

## **20. FORMAT AND SIGNING OF PROPOSALS**

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The Proposal shall be typed and shall be signed in indelible ink by the Offeror or a person or persons duly authorized to bind the Offeror to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by an Offeror, handwritten corrections to the Proposal may be made before the submission and/or the Deadline for Proposal Submission. In this case, such corrections shall be initialed by the person or persons who signed the Proposal.

## **21. LANGUAGE OF PROPOSALS**

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All Proposals, information, documents and correspondence exchanged between UNOPS and the Offerors in relation to this Proposal process shall be in the language set out in **Section I: RFP Particulars**.

Supporting documents may be submitted in their original language. If such language is different from that set out in **Section I: RFP Particulars**, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts. In any such case, for interpretation of the Proposal, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the Offeror.

## **22. DEADLINE FOR PROPOSAL SUBMISSION**

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All Proposals shall be received by UNOPS by no later than the time and date set out in **Section I: RFP Particulars**. It shall be the sole responsibility of the Offerors to ensure that their Proposal is received by the Closing Date. Proposals submitted after the Deadline for Proposal Submission shall be rejected.

UNOPS may, at its discretion, extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with Article 3 Amendment of solicitation documents. In this case, all rights and obligations of UNOPS and Offerors subject to the previous deadline will thereafter be subject to the new deadline as extended.

## **23. PROPOSAL SUBMISSION**

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All Proposals shall be submitted to UNOPS in accordance with the requirements set out in this RFP, including in **Section I: RFP Particulars**.

Particular attention should be made by Offerors in not including any financial/price information in the technical proposal envelope. Proposals that are not submitted in accordance with the provisions set out in this RFP shall be rejected.

## **24. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS**

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Prior to the Deadline for Proposal Submission, an Offeror may withdraw, substitute, or modify its submitted Proposal by sending a written notice to UNOPS. However, after the Deadline for Proposal Submission, the Proposals shall remain valid and open for acceptance by UNOPS for the entire Proposal Validity Period, as may be extended.

Proposals for which withdrawal has been requested prior to the deadline for submission of the Proposals shall be made available for collection by the Offeror that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such Proposal unopened without further notice to the Offeror. UNOPS shall not be responsible to return the Proposal to the Offeror at UNOPS' cost.

## **25. OPENING OF PROPOSALS**

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Technical Proposals will be opened by a UNOPS bid opening panel consisting of at least two personnel. Offerors shall not attend the technical proposal opening, unless specified in **Section I: RFP Particulars**.

Financial proposals will be opened only for proposals that achieve the minimum technical threshold according to Article 30, Evaluation of Proposals.

## **26. CLARIFICATION OF PROPOSALS**

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UNOPS may request clarification or further information in writing from the Offerors at any time during the evaluation process. The Offerors' responses shall not contain any changes regarding the substance or price of the Proposal, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the Proposals, in accordance with Instructions to Offerors Article 28.

UNOPS may use such information in interpreting and evaluating the relevant Proposal but is under no obligation to take it into account

## **27. COMPLIANCE OF PROPOSALS**

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UNOPS's determination of a Proposal's compliance is to be based on the contents of the Proposal itself.

A substantially compliant Proposal is one that meets or exceeds the requirements under the Schedule of Requirements and obtains the minimum required number of technical points defined in the Evaluation Criteria, without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a. affects in any substantial way the scope, quality, or performance of the Services/Goods specified in the Schedule of Requirements; or
- b. limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Offeror's obligations under the Contract; or
- c. if rectified would unfairly affect the competitive position of other Offerors presenting substantially compliant Proposals.

If a Proposal is not substantially compliant to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made compliant by the Offeror by correction of the material deviation, reservation, or omission.

## **28. MINOR INFORMALITIES, ERRORS, OR OMISSIONS**

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Provided that a Proposal is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Proposal that do not constitute a material deviation. These are a matter of form and not of substance that can be corrected or waived without being prejudicial to other Offerors.

Provided that a Proposal is substantially compliant, UNOPS may request the Offeror to submit the necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the Proposal.

Provided that the Proposal is substantially compliant, UNOPS shall correct arithmetical errors on the following basis:

- a. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Offeror that is recommended for award as per the award criteria does not accept the correction of errors, its Proposal shall be rejected and its Proposal Security may be forfeited.

## **29. PRELIMINARY EXAMINATION**

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Upon opening of the Proposals, UNOPS shall proceed to a preliminary examination of the Proposals to confirm that all documents and technical documentation requested in Instructions to Offerors Article 10, Documents comprising the Proposal, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any Proposal during the preliminary examination which does not comply with the formal and eligibility requirements set out in Section III: Evaluation criteria, without further consultation with the Offeror.

Proposals which are incomplete, frivolous, or that contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination.

## **30. EVALUATION OF PROPOSALS**

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To evaluate a Proposal, UNOPS shall only use all the methodologies and criteria defined in the RFP. No other criteria or methodology shall be permitted.

All Proposals found substantially compliant with the formal and eligibility criteria under Article 29, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in Section III: Evaluation Criteria). Only Offerors meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
2. A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared. The total number of points which an Offeror may obtain for its Technical and Financial Proposals is stated in Section III: Evaluation Criteria and which shall have either a weighting of 80%-20%, 70%-30%, 60%-40%, or 50%-50% (Technical Proposal-Financial Proposal)).
  - a. The Technical Proposal is evaluated on the basis of its compliance to Section IV: Schedule of Requirements, in accordance with the technical criteria points specified in Section III: Evaluation Criteria. Each Proposal will be given a technical score. A Proposal shall be deemed not substantially compliant at this stage if it does not achieve the minimum technical threshold indicated in Section III: Evaluation Criteria and if so, it will not be evaluated further.
  - b. Financial Proposals will only be opened for the Offerors that achieve the minimum technical threshold. Proposals scoring above threshold shall be checked for any arithmetic errors in computation and summation following Article 28. The maximum number of points for the Financial Proposals is as stated in Section III: Evaluation Criteria. This maximum number of points will be allocated to the lowest price Financial Proposal. Financial Proposals from other offerors will receive points in reverse proportion according to the following formula:

**Points for the Financial Proposal being evaluated =**

$$\frac{[\text{Maximum number of points for the Financial Proposal}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$$

ample: The maximum number of Financial Proposal points is 30 points. Offeror A's price is the lowest at \$10.00. Offeror A receives 30 points.

Offeror B's price is \$20.00. Offeror B receives  $(\$10.00/\$20.00) \times 30 = 15$  points

After completion of the evaluation but prior to award, UNOPS shall conduct background checks/due diligence on the Offeror recommended for award, to confirm the Offeror meets the criteria set forth in this RFP or as appropriate to the nature of the procurement process and to reject an Offeror on the basis of such findings. Offerors shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Offeror's premises.

### **31. AWARD CRITERIA**

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In the event of a Contract award, UNOPS shall award the Contract to an Offeror who has been determined as eligible and qualified and whose proposal has obtained the overall highest score on the cumulative analysis evaluation of the Technical and Financial proposals, as specified in Article 30. UNOPS reserves the right to conduct negotiations with the Offeror recommended for award on the content of their Proposal.

### **32. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

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At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Section IV: Schedule of Requirements, provided this does not exceed the percentages specified in Section IV: Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Proposal and the RFP.

### **33. NOTIFICATION OF AWARD**

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Prior to the expiration of the period of Proposal validity, UNOPS will notify the successful Offeror in writing by email or post, that its Proposal has been accepted. Please note that the Offeror, if not already a registered vendor, will be required to complete a vendor registration process on the UNGM prior to the signature and finalization of the contract.

### **34. SIGNING OF CONTRACT**

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At the same time as UNOPS notifies a successful Offeror that its Proposal has been accepted, UNOPS will invite the Offeror, provided the Offeror is successfully registered on the UNGM, to sign the final version of the Contract provided in the Bidding Documents, incorporating all agreements between the parties.

### **35. PERFORMANCE SECURITY**

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The successful Offeror, if so specified in **Section I: RFP Particulars** shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from UNOPS. UNOPS shall promptly discharge the Proposal Securities of the unsuccessful Offerors pursuant to Instructions to Offerors Article 19.

Failure of the successful Offeror to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security. In that event UNOPS may award the Contract to the next lowest evaluated Offeror, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

## **36. PAYMENT TERMS**

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UNOPS will ordinarily effect payment within 30 days after receipt of the goods/services and on submission of payment documentation unless otherwise stated in **Section I: Bid Particulars**. Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial evaluation.

Unless otherwise stated in **Section I: RFP Particulars**, UNOPS will not accept requests from Offerors to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in **Section I: RFP Particulars**, a request from the Offeror for advance payment shall be justified in writing by the Offeror in its Proposal. This justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount. If such request is duly accepted by UNOPS, UNOPS may require the Offeror to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section VI Contract Forms, or another Form acceptable to UNOPS.

## **37. CONTRACT MANAGEMENT**

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UNOPS will continuously manage the contractor's performance during the entire contract period and will conduct performance evaluation based on Key Performance Indicators (KPIs) or Service Level Agreements (SLA) if so specified in Section IV: Schedule of Requirements.

Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract, if the Contractor fails to deliver any or all of the goods by the date(s) of delivery or perform the services tied to the delivery of goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated in **Section I: RFP Particulars**, deduct from the Contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

## **38. PUBLICATION OF CONTRACT AWARD AND DEBRIEFING PROCEDURES**

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UNOPS shall publish in its website (<https://data.unops.org>) and/or the UNGM website (<https://www.ungm.org/Public/ContractAward/Index/ContractAwards>) information regarding the purchase order(s) or contract(s) awarded as a result of this RFP.

UNOPS may debrief unsuccessful offerors upon receipt of a written request. The request for debrief must be received within 10 calendar days of the notification by UNOPS of the tender results to unsuccessful offerors and is a prerequisite for an offeror to file a bid protest, further to Article 43 below. UNOPS shall promptly respond in writing to any unsuccessful Offeror who requests a debriefing.

## **39. OTHER UNOPS RIGHTS**

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Subject to Article 29, UNOPS shall have no obligation to accept any Proposal, including the Proposal with the lowest price.

UNOPS may, in its absolute discretion, do all or any of the following:

- i.** require additional information from Offerors;
- ii.** change the structure and timing of the RFP;
- iii.** alter, terminate, suspend or defer the Proposal process or any part of or activity in it;
- iv.** consider or accept or reject any Proposal which is non-conforming;
- v.** request, attend or conduct any site inspections or clarification meetings;
- vi.** request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;
- vii.** abandon, cancel or otherwise not proceed with the Proposal process at any time prior to the award of a contract, without any liability toward the Offerors and without providing any reason or notice to Offerors.

## **40. CONFIDENTIALITY**

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All information and documents provided to the Offerors by UNOPS shall be treated as confidential by the Offerors and shall:

- i.** remain the property of UNOPS;
- ii.** not be used for any purpose other than the purpose of preparing a Proposal; and
- iii.** be immediately returned to UNOPS in the event the Offeror declines to respond to this RFP, or, in the event of a rejected or an unsuccessful Proposal, within fifteen days of being notified by UNOPS that its Proposal was rejected or unsuccessful.

All information and documents provided to the Offerors by UNOPS shall not be disclosed to any third party, except:

- i.** with the prior written consent of UNOPS;
- ii.** where the third party is assisting an Offeror in preparing the Proposal, provided the Offeror has previously ensured that party's adherence to this duty of confidentiality;
- iii.** if the information or documents is/are at the time of this RFP lawfully in the possession of the Offeror through a party other than UNOPS;
- iv.** if required by law, and provided that the Offeror has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
- v.** if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

## **41. ETHICS AND CORRUPT PRACTICES**

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UNOPS requires that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process. Therefore, all Offerors shall represent and warrant that they:

- i.** have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the Proposal process and any contract that may be awarded as a result of this Proposal process;
- ii.** have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other Offerors or parties involved in this Proposal process or in the project underlying this Proposal process;
- iii.** have not engaged, or attempted to engage, in any Proscribed Practices in connection with this RFP process or the contract that may be awarded as a result of this RFP process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS policy on vendor sanctions](#), and include:
  - A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

- A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- A coercive practice is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- An unethical practice: Conduct or behavior that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS;
- Obstruction: Acts or omissions by a Vendor that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

In the event that an Offeror fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the Proposal submitted by such Offeror, and to terminate any contract that may have been awarded as a result of this Proposal process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the Offeror may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

## **42. AUDIT**

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UNOPS may conduct investigations relating to any aspect of the Contract award at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNOPS access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNOPS hereunder.

## **43. BID PROTEST**

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Any offeror that believes to have been unjustly treated in connection with this solicitation process may submit a complaint to UNOPS' Director of Implementation Practices and Standards through the [bid.protest@unops.org](mailto:bid.protest@unops.org) email address. For a bid protest to be received and substantially assessed, the vendor must have requested a debrief further to Article 38 and submits the bid protest within 10 calendar days of UNOPS providing the debrief. In the unlikely event that UNOPS does not provide a debrief within 15 calendar days of the vendor's request further to Article 38 above the vendor may present a bid protest within 10 calendar days of the expiry of said 15 calendar day period. For further details on bid protests, please refer to the UNOPS Procurement Manual.

## **44. DATA PROTECTION**

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1. UNOPS will handle Personal Data that it obtains from the offerors, and all parties constituting the offeror, (hereinafter the "Offeror") as a result of, or in connection with, the solicitation and award process, solely in accordance with its own legal framework.
2. For purposes of this Article, "Personal Data" shall mean any information relating to an identified or identifiable natural person, including any information the disclosure of which could harm such identified or identifiable natural person, and "UNOPS Personal Data" shall mean Personal Data that is obtained by the Offeror from UNOPS in connection with, or related to, the solicitation and award process.
3. By engaging in the solicitation and award process, the Offeror acknowledges and consents to UNOPS's collection, use, disclosure, transfer and storage of the Offeror's Personal Data as outlined at <https://www.unops.org/privacy>.
4. Unless otherwise provided in the Contract, the Offeror shall take all appropriate measures, consistent with applicable laws, that have a bearing on the Offeror, to safeguard UNOPS Personal Data.
5. Unless otherwise more specifically provided in the Contract, the Offeror shall, at a minimum:
  - a. process UNOPS Personal Data solely and exclusively in accordance with the requirements of the solicitation and award process, and shall not use UNOPS Personal Data for the Offeror's research, marketing, sales, promotional, or any other purposes;
  - b. implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that UNOPS Personal Data is accessed on a "need-to-know", least privilege basis by authorized personnel only;
  - c. implement appropriate data security measures to preserve the integrity of UNOPS Personal Data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of UNOPS Personal Data;
  - d. process UNOPS Personal Data in a manner that is adequate, relevant and limited to what is necessary for the purposes of the solicitation and award process, and ensure that UNOPS Personal Data is kept for no longer than is necessary to participate in the solicitation /award process;
  - e. as and when requested by UNOPS, update or rectify UNOPS Personal Data to ensure its accuracy;
  - f. transfer UNOPS Personal Data to third parties, including the Offeror's agents or proposed sub-contractors, only for the specific purposes of the solicitation and award process, and on terms and conditions equivalent to those set forth in this Article and Article 40: Confidentiality;
  - g. immediately notify UNOPS in writing upon becoming aware of any data or security breach; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNOPS; and inform and update on a regular basis UNOPS of any measures taken by the Offeror to address such data or security breach;
  - h. as instructed by UNOPS in writing, return, delete or destroy UNOPS Personal Data and, upon written request by UNOPS, provide substantiating evidence of such destruction to UNOPS; and
  - i. consult with, and follow the instructions of, UNOPS with respect to handling any requests and/or complaints by third parties in respect of UNOPS Personal Data made to or received by the Offeror.
  - j. The provisions of this Article shall survive any termination or expiration of the solicitation and award process.