

Section I: Instructions to Bidders

1. SCOPE OF BID

Bidders are invited to submit a bid for the goods and/or services specified in **Section II: Schedule of Requirements**, in accordance with this ITB. A summary of the scope of this bid is included in the **Tender Particulars** tab.

All correspondence and notification in relation to this ITB shall be sent through the UNOPS eSourcing system.

By submitting an offer the bidder accepts to comply with the terms and conditions of these bidding documents and commits to respect and comply with these in good faith.

2. INTERPRETATION OF THE ITB

This ITB 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 bidder and UNOPS and nothing in or in connection with this ITB shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

3. AMENDMENTS TO THE ITB

Prior to the deadline for Bid Submission, UNOPS may at its discretion modify the bidding documents by way of a written amendment. All written amendments to the bidding documents shall form part of the ITB (invitation to bid).

In the event UNOPS modifies the ITB (invitation to bid), UNOPS will make such amendments available through the UNOPS eSourcing system.

In order to give the bidders reasonable time to incorporate these amendments into their bid, UNOPS may extend the Deadline for Bid Submission as appropriate under the circumstances.

4. BIDDER ELIGIBILITY

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

A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed on the **Advertisement Details** tab in the eSourcing system (if applicable). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

A Bidder shall not have a conflict of interest. A bidder shall be considered to have a conflict of interest if:

- A Bidder (including its personnel) has a close business or family relationship with a UNOPS personnel or with personnel of the UNOPS partner who engaged UNOPS 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;
- A Bidder is associated or has been associated in the past, directly or indirectly, with a firm or any of its affiliates that have been engaged by UNOPS to provide consulting services for the preparation of the specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
- A bidder has an interest in other bidders, for the same procurement activity, including when they have common ownership and/or management/administration.

- Bidders shall not submit more than one bid per lot, individually or in association with other bidders, except for alternative offers / alternate bids if permitted. This will result in the disqualification of all bids for which the bidder is involved in multiple offers for the same lot.

Bidders must disclose any actual or potential conflict of interest in the Bidder Information Form questionnaire 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 Bidder being sanctioned further to UNOPS policy on vendor sanctions.

A bidder shall not be considered eligible by UNOPS if at the time of bid submission or during any other stage of the bid evaluation process, the Bidder:

- Is included in the Ineligibility List, hosted by [UNGM](#), which compiles the information shared by UNOPS ([UNOPS List of Ineligible Bidders](#)) as well as other agencies, funds, or programs of the United Nations 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 identified in the Announcement Details tab of eSourcing system, in accordance with the provisions of the Procurement Manual, and the documents governing the relationship between UNOPS and its partner;
- 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 bidders 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 bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process as further defined in Article 40.

If a bidder does not have all the expertise required for the provision of the goods/services described in the tabs of Criterion Evaluation and List of Requirements, such bidder may submit a bid 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:

- All parties of such joint venture, consortium, or association shall be jointly and severally liable to UNOPS for any, and all obligations arising from their bid and the contract that may be awarded to them as a result of this invitation to bid;
- The bid shall clearly identify the entity designated to act as the contact point to deal with UNOPS. The duly filled Joint Venture Partner Information Form must be included with the Bid. 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.

If a bidder requires to subcontract any goods or services as part of its offer, it must indicate this in the bid. This includes any goods or services that are indispensable for the production, distribution, or sale of the good. Including but not limited to the following:

- active pharmaceutical ingredient;
- raw materials that do not undergo substantial modifications;
- finished products for which the bidder is an authorized distributor;
- Outsourcing of key services to a single supplier. ~~outsourced services such as transportation, and distribution.~~

It is understood that all previous examples are for illustrative purposes only, and it is the bidder's responsibility to declare to UNOPS any other instance of subcontracting. In case of subcontracting UNOPS may request the bidder, (a) request the bidder to submit all information related to the subcontractor that is

deemed necessary (a) shall submit all information about the subcontractor required by UNOPS, and (b) that the subcontractor is subject to all rules and requirements applicable to the bidder with respect to eligibility criteria and the Delivering Responsibility in Vendor Engagement Program (DRIVE). shall also apply to the subcontractor.

5. ERRORS OR OMISSIONS

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

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

6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

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

- i. examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- ii. review the ITB 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 inquiry; as outlined in Article 7 of this section;
- iv. verify all relevant representations, statements, and information, including those contained or referred to in the ITB 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 ITB;
- 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 goods/services required as included in Schedule of Requirements and properly account for all requirements in their Bid.

Bidders 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 ITB or any other information provided to the bidders.

7. CLARIFICATION OF THE ITB

Bidders may request clarification of the ITB or bid process by submitting a written request through the Clarification requests functionality of the UNOPS eSourcing system up to the time stated in the **Tender Particulars** tab and thereafter requests for clarification will not be accepted. Explanations or interpretations provided through other means 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 posted through the UNOPS eSourcing system, without disclosing the names of the bidders who submitted the requests for clarification.

8. CLARIFICATION OR PRE-BID MEETING

Unless otherwise instructed in writing by UNOPS, a clarification or pre-bid meeting will only be held if stated in the **Tender Particulars** tab, at the time and place, and in accordance with any instructions set out in said section.

If it is stated in the **Tender Particulars** tab that a clarification meeting shall be mandatory, a bidder which does not attend the clarification meeting shall become ineligible to submit a bid under this ITB.

Bidders must request to participate in the meeting as indicated in the **Tender Particulars** tab in the eSourcing system.

UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid 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, bidders 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.

9. SITE INSPECTION

Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in the **Tender Particulars** tab in the eSourcing system, at the time and place, and in accordance with any instructions set out in the **Tender Particulars** tab.

If it is stated in the **Tender Particulars** tab that a site inspection shall be mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.

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

Prior to attending a site inspection, bidders 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 bidders regarding the ITB or bid 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, bidders 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 BID

The bid must include the documents indicated in the **List of Required Documents** tab in the eSourcing system.

11. REMUNERATION FOR AND COSTS OF BIDS

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

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

UNOPS is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi-contractual, or restitutionary basis incurred or suffered in connection with the ITB or bidders' participation in the solicitation process, including where: UNOPS exercises any rights under the invitation to bid, including when:

- i. clarifications and amendments are provided or not provided to bidders;
- ii. a bidder is not selected or not engaged/contracted to supply the goods and/or services required;
- iii. UNOPS varies, terminates, suspends, or delays any aspect of the bid process or conducts another process in its place;
- iv. UNOPS elects not to proceed with the ITB in whole or in part.

12. BID VALIDITY PERIOD

Bids shall remain valid for acceptance by UNOPS for the entire period set out in the **Tender Particulars** tab. A bid valid for a shorter period of time shall not be further considered.

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

13. PARTIAL BIDS

Bidders must offer goods and/or services to cover the entire requirement indicated in the **Tender Particulars** tab unless otherwise provided for in the eSourcing System **Tender Particulars** tab. Bids offering only part of the requirements may be rejected unless partial bids are authorized in the eSourcing system **Tender Particulars** tab.

If indicated in the **Tender Particulars** tab that bids are being invited for individual contracts (lots) and unless otherwise indicated in **Tender Particulars** tab in the eSourcing system, bidders must offer 100 % of the items specified for each lot and to 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 the **Evaluation Criteria** tab.

14. ALTERNATIVE BIDS

Bidders shall not submit more than one bid per Bidder in this ITB process, with the exception of alternative offers if so provided for in the **Tender Particulars** tab. UNOPS reserves the right to award a contract on the basis of an alternative bid, provided that the requirements for acceptance are met.

15. BID PRICES

The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.

The Bidder shall include all items and lots (if applicable) in the **Price Schedules**, indicating the respective unit price.

The **Details** tab in the eSourcing system will indicate the applicable Incoterm rules and the place of delivery.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account unless otherwise specified in the **Tender Particulars** tab in the eSourcing system. A Bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Bidders Article 26. However, if in accordance with the **Tender Particulars** tab in the eSourcing system, prices quoted by the Bidder shall be subject to adjustment during the contract execution, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in the **Tender Particulars** tab bids are being invited for individual contracts (lots) and unless otherwise indicated in the **Tender Particulars** tab in the eSourcing system, 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.

16. BID CURRENCY(IES)

Prices in the bid shall be quoted in the currency(ies) stated in the **Tender Particulars** tab in the eSourcing system. If applicable, for comparison and evaluation purposes, UNOPS will convert the bid prices to the currency indicated in the Tender Particulars tab in the eSourcing system.

UNOPS reserves the right not to reject any bids submitted in a currency other than the mandatory bidding currency(ies). UNOPS may accept bids submitted in another currency than stated above if the Bidder confirms during clarification of bids in writing that it will accept a contract issued in the mandatory bid currency and that for conversion the official United Nations operational rate of exchange of the day of ITB deadline as stated in the **Tender Particulars** tab shall apply. Regardless of the currency of bids received, the

contract will always be issued and subsequent payments will be made in the mandatory bidding currency above.

17. DUTIES AND TAXES

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 bids shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in the **Tender Particulars** tab.

18. BID SECURITY

The bidder shall furnish, as part of its bid, a Bid Security, if required by the **Tender Particulars** tab in the eSourcing system.

The bid security must be submitted in the amount and form specified on the **Tender Particulars** tab in the eSourcing system, and shall:

- i. Be in the same currency as stipulated in Instructions to Bidders, Article 16
- ii. Be valid for thirty (30) days beyond the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period.

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

Unsuccessful Bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period.

The successful Bidder(s)' bid securities will be discharged/returned upon the Bidder signing the contract, pursuant to Article 33, Signing of Contract.

At the discretion of UNOPS, the bid security may be executed if:

- i. If a Bidder withdraws its bid before the expiration of the period of bid validity specified by the Bidder on the bid submission form; or
- ii. In the case of the successful Bidder, if the Bidder fails to sign the contract in accordance with Article 33, Signing of Contract.
- iii. If a bidder is unable to furnish the requested bid security for performance under the contract after its bid has been accepted, or;
- iv. If a bidder is selected and fails to comply with any of the other conditions specified in the bidding documents prior to signing the contract.

19. FORMAT AND SIGNING OF BIDS

The bidding format must be electronic in the eSourcing system. Documents requiring a signature may be signed and scanned or signed with an electronic signature.

20. LANGUAGE OF BIDS

All bids, information, documents, and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in the language set out in the **Tender Particulars** tab in the eSourcing system.

Supporting documents may be submitted in their original language. If such language is different from that set out in the **Tender Particulars** tab in the eSourcing system, the supporting documents shall be submitted together with a translation of the supporting documents relevant excerpts. In any such case, for interpretation

of the bid, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

21. DEADLINE FOR BID SUBMISSION

All bids shall be received by UNOPS by no later than the time and date set out in the **Tender Particulars** tab in the eSourcing system. It shall be the sole responsibility of the bidders to ensure that their bid is submitted through the UNOPS eSourcing system before this date.

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

22. BID SUBMISSION

All bids shall be submitted to UNOPS through the UNOPS eSourcing system. Bids that are not submitted in accordance with the provisions set forth in this ITB shall be rejected.

23. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

Prior to the Deadline for Bid Submission, a bidder may withdraw, substitute, or modify its submitted Bid. However, after the Deadline for Bid Submission, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

24. OPENING OF BIDS

An opening committee consisting of at least two (2) UNOPS staff members, will be responsible for opening the bids. Bidders may attend the bid opening if permitted by the Tender Particulars tab in the eSourcing system.

25. CLARIFICATION OF BIDS

UNOPS may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the bids, in accordance with Instructions to Bidders Article 27.

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

26. COMPLIANCE OF BIDS

UNOPS's determination of a bid's compliance is to be based on the contents of the bid itself. However, UNOPS reserves the right to verify the veracity of the information contained in the bid by any available means.

A substantially compliant Bid is one that meets or exceeds the requirements under the *Schedule of Requirements* and the **Evaluation Criteria** of the ITB in the eSourcing system without material deviation, reservation, or omission.

A material deviation, reservation, or omission is one that:

- i. affects in any substantial way the scope, quality, or performance of the Goods and/or Services specified in the Schedule of Requirements; or
- ii. limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Bidder's obligations under the Contract; or
- iii. if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant bids.

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

27. MINOR INFORMALITIES, ERRORS, OR OMISSIONS

Provided that a Bid is substantially compliant, UNOPS may waive any minor informalities, errors, or omissions in the Bid that do not constitute a material deviation in accordance with Article 26 of this section. These are a matter of form and not of substance that can be corrected or waived without being prejudicial to other Bidders.

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

Provided that the Bid 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 Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

28. PRELIMINARY EXAMINATION

Upon opening of the bids, UNOPS shall proceed to a preliminary examination of the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Article 10, Documents comprising the bid, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any bid during the preliminary examination which does not comply with the formal and eligibility requirements set out in the **Evaluation criteria** tab in the eSourcing system, without further consultation with the bidder.

Bids that are incomplete, frivolous, or that contain material deviations from or reservations to this process, and/or 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.

29. EVALUATION OF BIDS

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

All bids found substantially compliant with the formal and eligibility criteria under Article 28, Preliminary Examination, will go through subsequent evaluation as follows:

- (a) Qualification criteria (if included in the **Evaluation Criteria** tab in the eSourcing system). Only bidders meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
- (b) Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in the **Evaluation Criteria** tab. When the specifications of the item(s) quoted vary in one or more significant aspect/s from the minimum required technical specifications, or when the bid does not meet the delivery schedule, the bid will not be considered substantially compliant and will not be evaluated further.

- (c) The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNOPS.

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

30. AWARD CRITERIA

In the event of a Contract award, UNOPS shall award the Contract to a Bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the Bidding Documents. UNOPS reserves the right to conduct negotiations with the bidder recommended for an award on the content of their bid.

31. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

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 the Schedule of Requirements section, provided this does not exceed the percentages specified in the **Criterion Evaluation** tab, and without any change in the unit prices or other terms and conditions of the bid and the ITB.

32. NOTIFICATION OF AWARD

Prior to the expiration of the Bid validity period; UNOPS will notify the successful bidder in writing through the eSourcing system that its bid has been accepted and that the contract will subsequently be signed subject to the conditions set forth in such notification if any.

UNOPS will also notify unsuccessful bidders the reasons for the rejection of their respective bids in writing. UNOPS reserves the right to notify in advance the results of lots that, as a result of the evaluation at any of the stages described in Article 29 above, did not receive any successful bid, in order to enable other procurement mechanisms with the objective of achieving a timely supply in the shortest possible time.

Request for Clarification/Debriefing: Once notified of the outcomes of the process; unsuccessful bidders may submit a written request for clarification/Debriefing to UNOPS to obtain further explanations as to why their bids were not selected. The request for clarification/Debriefing must be received within 10 calendar days of UNOPS notification of the bid outcome to the unsuccessful bidders.

Clarifications/Debriefing shall be limited to the bidder's bid solely, and shall not cover the following:

- Trade secrets, or other proprietary information protected by intellectual property rights including the methodology or approach of other bidders/contractors;
- Other bidders/contractors financial, or cost/pricing information;
- Evaluation details, or ranking of other bidders/contractors;
- Other information about other bidders/contractors.

Such requests must be submitted through the designated channel for such purpose in the **Tender Particulars** tab of the eSourcing system.

No response will be given to untimely requests for clarification, or requests submitted through other channels.

33. SIGNING OF CONTRACT

The bidder who has been notified that its bid has been accepted, and has complied with the required documentation will be invited to sign the final version of the contract in accordance with the model provided in the bidding document which incorporates everything agreed by the parties.

After UNOPS sends the contract to the awarded bidder; the bidder shall return it signed within five (5) working days together with the performance security if required in accordance with Article 34 of this section.

Failure to return the contract together with the performance security (if required) within the above specified period shall entitle UNOPS to (i) cancel the contract, (ii) execute the Bid Security (if required), (iii) notify the Vendor Review Committee (VRC), and (iv) award the contract to the bidder whose bid has been evaluated as the second-lowest substantially compliant bid, and which UNOPS has deemed qualified to perform the contract satisfactorily.

34. PERFORMANCE SECURITY

The successful Bidder, if so specified in the **Tender Particulars** tab in the eSourcing system; 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 in accordance with Article 33 of this Section. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Article 18.

35. PAYMENT TERMS

UNOPS will ordinarily effect payment within 45 days after receipt of the services/goods and on submission of payment documentation unless otherwise stated in the **Tender Particulars** tab. 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.

UNOPS will not make advance payments, i.e., prior to delivery of the required goods and/or services.

36. CONTRACT MANAGEMENT

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 the *Contract Management* section.

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 the 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 indicated in the **Tender Particulars** bid in the eSourcing system, deduct from the contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until delivery actually takes place or what is agreed in the contract is fulfilled.

37. PUBLICATION OF CONTRACT AWARD AND DEBRIEFING PROCEDURES

Within the limits set by the UNOPS legal system in relation to the disclosure of information and other matters that may be relevant, UNOPS will publish on UNGM (<https://www.ungm.org/Public/ContractAward>) the information related to the contracts awarded as a result of this invitation to bid, as well as on the UNOPS website (<https://data.unops.org>) and in <https://www.proyectosaludmexico.org/> the information related to the purchase order.

38. OTHER UNOPS RIGHTS

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

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

- i. require additional information from bidders;
- ii. change the structure and timing of the ITB;
- iii. alter, terminate, suspend or defer the bid process or any part of or activity in it;
- iv. consider or accept or reject any bid 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 bid process at any time prior to the award of a contract, without any liability toward the bidders, and without providing any reason or notice to bidders.
- viii. Verify by any means deemed convenient the veracity of the documentation included in the bids.
- ix. Once the Purchase Order (PO) is signed with the awarded bidders of this bidding process UNOPS reserves the right to request supporting documentation, and/or clarifications of the responses provided in the DRiVE Supplier Sustainability Questionnaire as well as the Additional Sustainability Form which must be provided without objection in the manner, and deadline indicated by UNOPS.

39. CONFIDENTIALITY

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

- i. remain the property of UNOPS;
- ii. not be used for any purpose other than for preparing a bid;
- iii. be immediately returned to UNOPS in the event the bidder declines to respond to this ITB, or, in the event of a rejected or an unsuccessful bid, within fifteen days of being notified by UNOPS that its bid was rejected or unsuccessful, or that it was not awarded the contract.

All information and documents provided to the bidders 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 a bidder in preparing the bid, provided the bidder 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 ITB lawfully in the possession of the bidder through a party other than UNOPS;
- iv. if required by law, and provided that the bidder 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 a breach of confidence by the person receiving the information.

UNOPS may disclose the information received (i) in order to comply with its legal framework, (ii) in order to comply with disclosure obligations applicable vis-a-vis or partner or beneficiary in this process; or (iii) in order to allow the authorities of the government of the United States of Mexico, including, but not limited, the autonomous institutes, dependencies, independent organs, parastatal entities and other entities at the federal, regional or municipal level, to comply with the obligations and processes applicable to them; provided that in the three aforementioned cases this is done pursuant to UNOPS' legal framework, and that the receiving entities bind themselves to maintain the confidentiality of the information.

40. ETHICS AND CORRUPT PRACTICES

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

- i. have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be awarded a result of this bid 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 bidders or parties involved in this bid process or in the project underlying this bid process;

- iii. have not engaged, or attempted to engage, in any Proscribed Practices in connection with this ITB process or the contract that may be awarded as a result of this ITB process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS Vendor Sanctions Policy](#), and include:
- Corruption: offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - Fraudulent practices: 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;
 - Coercive practices: 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;
 - Collusive practices: an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - Unethical practices: 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 a bidder fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the bid submitted by such bidder and to terminate any contract that may have been awarded as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

41. AUDIT

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 legal representatives, accountants, or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNOPS hereunder.

42. BID PROTEST

Any bidder 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 email address. For a bid protest to be received and substantially assessed, the protest must comply with the requirements established in the Procurement Manual, including those established under Section 10.2.3 of thereof, which include, without limitation, that the vendor must have requested a debrief further to Article 32 of the Solicitation Documents 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 32 above the vendor may present a bid protest within 10 calendar days of the expiry of said 15 calendar day period.

The UNOPS Director of Implementation Practices and Standards will issue a final response to the bidder. This final response will reflect the formal, and final position of UNOPS.

No response will be issued to protests that are untimely or submitted through other channels.

More information on bid protests can be found in the UNOPS Procurement Manual.