

SECTION I

INSTRUCTIONS TO BIDDERS

1. INFORMATION FOR BIDDERS

Bidders are invited to submit a proposal for the works described in the Tender Particular section, and further described in the Contract in Section III, in accordance with this RFP.

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

2. INTERPRETATION OF THE RFP

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 bidder 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 bidder.

3. AMENDMENTS TO THE RFP

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

In the event UNOPS modifies the RFP, UNOPS will make such amendments through the UNOPS eSourcing system and shall notify in writing all vendors that have expressed interest in the tender.

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

4. BIDDER ELIGIBILITY

A bidder may be a private, public or government-owned legal entity or any association, including a joint venture or consortium with 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 in the Proposal Particulars in Section I.

A bidder shall not be eligible to submit a proposal if and when at the time of proposal submission, the bidder:

- (i) has been suspended or declared ineligible by UNOPS or any other entity of the United Nations system, including the Work Bank;

- (ii) is on the UN 1267 terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- (iii) has not attended a mandatory site inspection or mandatory clarification meeting, if applicable, in accordance with Articles 9 and 10.
- (iv) does not comply with any additional requirements as may be set out in the Bill of Particulars.

If a bidder does not have all the expertise required for the provision of the works to be provided under the Contract, such bidder may submit a proposal in association with other entities, particularly with an entity in the country where the works are to be provided. An entity may not submit more than one proposal in response to this RFP, whether alone or in association with other entities.

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. 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.

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 RFP, 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 proposal. In this regard, bidders 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 works 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 that 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 execution of the works; and
- (vii) form their own assessment of the nature and extent of work required to execute the works and properly account for all work in their proposal.

Bidders acknowledge and agree that the RFP does not purport to contain all relevant information in relation to the works and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the RFP, including the Contract (see Section III).

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 RFP or any other information provided to the bidders.

7. UNOPS LUMP SUM CONSTRUCTION CONTRACT

Bidders shall be willing to sign the Contract (see Section III), without departure, qualification, amendment, limitation or exclusion should they be selected as a result of this proposal process.

8. CLARIFICATION OF THE RFP

Bidders may request clarification of the RFP or proposal 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 section and thereafter requests for clarification will not be accepted.

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.

9. CLARIFICATION MEETINGS

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

If the Tender Particulars section state that a clarification meeting shall be mandatory, a bidder which does not attend the clarification meeting shall become ineligible to submit a proposal under this RFP.

The names of representatives of bidders who will attend the clarification meeting shall be submitted in writing by bidders to the UNOPS contact person listed in the Tender Particulars

section, including the full name and position of each representative at least 24 hours before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from bidders regarding the RFP or proposal process during the clarification meeting. All questions shall be submitted in accordance with Article 8.

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.

UNOPS shall prepare minutes of the clarification meeting and the minutes will be posted on the UNOPS eSourcing system without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

10. SITE INSPECTION

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

If the Tender Particulars section state that a site inspection shall be mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a proposal under this RFP.

Bidders participating in a site inspection shall be responsible for:

- (i) arranging for and wearing personal protective equipment, including at a minimum safety helmets, boots and reflective vests; and
- (ii) 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 RFP or proposal process during a site visit. All questions shall be submitted in accordance with Article 8.

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.

11. CONTENT OF PROPOSAL SUBMISSIONS

11.1

Returnable Proposal Schedules

Proposals shall include only a fully completed and dated set of the Returnable Proposal Schedules, including only the information required by each Returnable Proposal Schedule, either completed on the Returnable Proposal Schedule document or annexed to the document, as the case may be, each signed in accordance with Article 18 by a person authorised by the bidder to bind it. The Returnable Proposal Schedules are set out in Section II.

11.2

Other Information

Proposals submitted shall only include information required to be submitted in accordance with the RFP.

12. REMUNERATION FOR AND COSTS OF PROPOSALS

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

Bidders acknowledge that their participation in any stage of the proposal process for this RFP 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 proposals or participation in the proposal process, including as part of any clarification meeting or site or plant 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 RFP or bidders' participation in the proposal process, including where:

- (i) clarifications and addenda are provided or not provided to bidders;
- (ii) a bidder is not selected or not engaged to carry out the works;
- (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 rights under the RFP.

13. PROPOSAL VALIDITY PERIOD

Proposals shall remain valid for acceptance by UNOPS for the entire period set out in the Tender Particulars section. A proposal valid for a shorter period of time shall be rejected.

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

14. PARTIAL PROPOSALS

Bidders shall respond to all applicable Returnable Proposal Schedules and shall proposal for all sections of the works. UNOPS will NOT accept proposals for one or several sections of the works only, nor will UNOPS accept proposals for only part of the works or part of any section of the works.

15. ALTERNATIVE PROPOSALS

Alternative proposals will not be evaluated unless stated otherwise in the Tender Particulars section.

If a bidder submits an alternative proposal, the eSourcing system shall mark the original proposal as “Initial Proposal” and any subsequent proposal as “Alternative Proposal”.

If the Tender Particulars section does not state that alternative proposals may be evaluated, and a bidder 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).
- If:
- (i) the Tender Particulars section states that alternative proposals may be evaluated;
 - (ii) the bidder has submitted an Initial Proposal and an Alternative Proposal which meets the requirements of this Article 15; and
 - (iii) the bidder's Initial Proposal has been evaluated and that bidder has been assessed as the preferred bidder,

then UNOPS may consider, entirely in its own discretion, the Alternative Proposal of the preferred bidder.

16. PROPOSAL SECURITY

If the Tender Particulars section states that bidders shall provide proposal security, the proposal security shall be in the form set out in Returnable Proposal Schedule 2 – Form of Proposal Security (see Section II) and shall be for the amount set out in the Tender Particulars section.

The proposal security shall be issued by a reputable banking institution. Reputable banking institutions are banks certified by the central bank of the country where the bank is located, to operate as a commercial bank. UNOPS may, at its discretion, reject any proposal security that does not comply with this requirement.

The proposal security shall be valid for a period of 30 days beyond the Proposal Validity Period, as may be extended, after which this bank guarantee will automatically become null and void, unless a dispute arises in relation to this bank guarantee.

UNOPS shall have the right to request payment under the proposal security:

- (i) if the bidder withdraws its proposal after the Deadline for Submission of Proposals and prior to the end of the Proposal Validity Period, as may be extended; or
- (ii) in the case of a successful bidder, if the bidder fails to sign the Contract resulting from this proposal process in accordance with the terms and conditions set forth in its proposal; or
- (iii) if the bidder fails to furnish a performance security in accordance with the Contract, if any is required.

Unsuccessful bidders shall liaise with UNOPS to collect their proposal security, which UNOPS shall make available to bidders within fifteen days after it has expired.

17. PROPOSAL CURRENCY(ES)

Prices in the proposal shall be quoted in the currency(ies) stated in the Tender Particulars section. 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.

Proposal Prices shall be fixed. Proposals with adjustable Proposal Prices shall be disqualified.

18. DUTIES AND TAXES

UNOPS is a tax exempt entity. All proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the Tender Particulars section.

19. PROPOSAL FORMAT

A proposal shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Bidder, hand written 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.

Proposals shall be signed by the person authorized to do so in Returnable Proposal Schedule 1 – Form of Proposal (see Section II). That person shall be authorized by the bidder to bind the bidder. A copy of such authorization shall be submitted along with the proposal.

20. LANGUAGE OF PROPOSALS

All proposals, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this proposal process shall be in the language set out in the Tender Particulars section.

Supporting documents may be submitted in their original language. If such language is different from that set out in the Tender Particulars section, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts.

21. PROPOSAL SUBMISSION

All proposals shall be submitted to UNOPS through the UNOPS eSourcing system. Proposals that are not submitted in accordance with this provision shall be rejected.

22. DEADLINE FOR PROPOSAL SUBMISSION

All proposals shall be received by UNOPS by no later than the time and date set out in the Tender Particulars section. It shall be the sole responsibility of the bidders to ensure that their proposal is received by the Closing Date. UNOPS may reject any proposal received after the Deadline for Proposal Submission.

Proposals submitted after the Deadline for Proposal Submission shall be rejected

23. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS

Prior to the Deadline for Proposal Submission, a bidder may withdraw, substitute, or modify its proposal using the UNOPS eSourcing functionality for the same. After the deadline for submission of the proposals, however, the proposals shall remain valid and open for acceptance by UNOPS for the entire Proposal Validity Period, as may be extended.

24. OPENING OF PROPOSALS

Proposals will be opened at the time and location, and in accordance with the requirements, set out in the Tender Particulars section.

Bidders may attend the opening of the proposals. However, they shall not be allowed to attend the evaluation of the proposals.

25. EVALUATION METHOD AND CRITERIA

UNOPS shall evaluate proposals and select a preferred bidder pursuant to the provisions as complemented in the Tender Particulars and Criteria section.

Proposal shall be evaluated on the basis of the “cumulative analysis” evaluation method.

Upon opening of the proposals, UNOPS shall proceed to a preliminary examination of the proposals. UNOPS may reject any proposal during the preliminary examination which does not comply with the requirements set out in this RFP, without further consultation with the bidder.

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 a Bidder may obtain for its Technical and Financial Proposals is stated in the Tender Particulars and Evaluation Criteria section and which shall have a weighting of 80%-20%, 70%-30%, 60%-40% or 50%-50% (Technical Proposal- Financial Proposal).

The Technical Proposal is evaluated on the basis of its compliance with the technical criteria points specified in the Evaluation Criteria section. 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 the Tender Particulars section and if so, it will not be evaluated further.

Financial Proposals will only be opened for the Bidders that achieve the minimum technical threshold. Proposals scoring above threshold shall be checked for any arithmetic errors in computation and summation. This maximum number of points will be allocated to the lowest price Financial Proposal. Financial Proposals from other bidders will receive points in reverse proportion according to the following formula:

Points for the Financial Proposal being evaluated =

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

Example: 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

Proposals which are incomplete, frivolous, clearly not competitive or 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. A bidder may not be permitted to correct or withdraw material deviations or reservations in a proposal once the proposals have been opened.

UNOPS may request clarification or further information in writing from the bidders at any time during the proposal process. The bidders' responses shall not contain any changes regarding the substance or price of the proposal.

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

26. OTHER UNOPS RIGHTS

Subject to Article 24 above, 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 bidders;
- (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 bidders and without providing any reason or notice to bidders.

27. COLLECTION OF REJECTED OR UNSUCCESSFUL PROPOSAL

UNOPS shall not return any rejected or unsuccessful proposals to the bidders.

28. 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 the purpose of preparing a proposal; and
- (iii) be immediately returned to UNOPS in the event the bidder 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 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 proposal, 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 RFP 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 breach of confidence by the person receiving the information.

29. ETHICS AND CORRUPT PRACTICES

UNOPS requires that all bidders 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 bidders 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 bidders 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 Corrupt Practices in connection with this proposal process or the contract that may be awarded as a result of this proposal process. For the purposes of this provision, Corrupt Practices shall mean any of the following:
- bribery: the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring works, or executing contracts;
 - extortion or coercion: the act of attempting to influence the process of procuring works, or executing contracts by means of threat of injury to person, property or reputation;
 - fraud: the misrepresentation of information or facts for the purpose of influencing the process of procuring works, or executing the contracts, to the detriment of UNOPS or other participants; or
 - collusion: the agreement between bidders designed to result in proposals at artificial prices that are not competitive.
- (iv) have not been involved in, either directly or indirectly, nor have they funded, either directly or indirectly, any terrorist activities, notably upon basis of the consolidated list of individuals belonging to or associated with terrorist entities as established and maintained by the United Nations 1267 Committee.

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 proposal submitted by such bidder, 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 bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

30. AUDIT

Any bidder participating in this proposal process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 28 above, in connection with this proposal process or any contract that may be awarded as a result of this proposal process.

In cooperating with UNOPS, the bidders shall give access to UNOPS, upon written request, to all employees, representatives, agents and assignees, as well as to all documents, records and other elements of the bidder that may be required to conduct such investigation. The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the proposal submitted by such bidder, 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 bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

31. BID PROTEST

Any bidder that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to UNOPS' Director of Procurement. More information about proposal protests can be found on UNOPS' website at www.unops.org.