

# SECTION I: INSTRUCTIONS TO OFFERORS

## Article 1 SCOPE OF PROPOSAL

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Offerors are invited to submit a proposal for the Services in accordance with the requirements specified in **Section V: Requirements** and **Section III: Conditions of Contract**, as well as the process set out in this RFP. A summary of the scope of the proposal is included in the **Particulars**.

All correspondence and notification in relation to this RFP shall be sent to the contact person and address specified in the **Particulars**. Please note that the address for the proposal submission might be different.

## Article 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.

This RFP is conducted in accordance with the applicable provisions of the UNOPS Procurement Manual (the latest version can be accessed on the [UNOPS website](#)) and other relevant Operational Directives and Operational Instructions that are referred to in the Procurement Manual. In case of contradictions between this RFP and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.

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.

## Article 3 AMENDMENTS TO THE RFP

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

In the event that 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 the **Particulars**, responses will be posted online.

In order to give the offerors reasonable time to take such modification to the RFP into account, UNOPS may extend the deadline for proposal submission, as may be appropriate under the circumstances.

## Article 4 OFFEROR ELIGIBILITY

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Offerors 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.

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 the **Particulars**. An offeror shall be deemed to have the nationality of a specific 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:

- (i) An offeror (including its personnel) has a close business or family relationship with UNOPS personnel or with personnel of the UNOPS's partner who engaged UNOPS and who:
  - Are directly or indirectly involved in the preparation of the proposal documents or the scope of the Services, and/or the proposal evaluation process of such Contract; or
  - Would be involved in the implementation or supervision of such Contract;
- (ii) An offeror is associated, or has been associated in the past, directly or indirectly, with an entity or any of its Affiliates that have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, scope of the Services, and other documents to be used for the procurement of the Services required in the present procurement process;
- (iii) 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 proposal, except for alternative proposals, if permitted. This will result in the disqualification of all proposals in which the offeror is involved. This includes situations where an entity is the offeror in one proposal and a sub-consultant in another; however, this does not limit the inclusion of an entity as a sub-consultant in more than one proposal. In the case of procurement processes with lots, this provision shall apply on a lot by lot basis; or
- (iv) An offeror does not comply with any other conflict of interest situation relevant to the specific procurement process as specified in the solicitation document.

Offerors must disclose any actual or potential conflict of interest in Schedule 0.1 [*Proposal Submission Declaration*] 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 the [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:

- (i) Is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS ([UNOPS Ineligibility List](#)) and other agencies, funds or programmes of the UN system;
- (ii) Is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- (iii) Is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and [World Bank Listing of Ineligible Firms and Individuals](#);

- (iv) Is included in any other ineligibility list from a UNOPS partner, and if so, listed in the **Particulars**;
- (v) 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;
- (vi) Has not attended a mandatory Location inspection or mandatory clarification meeting, if applicable; or
- (vii) Does not comply with any additional requirements as may be set out in the **Particulars**.

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](#). UNOPS also requests that all offerors observe the highest standards of ethics during the entire proposal process, as well as during any contract that may be awarded as a result of this proposal process, as further defined in Article 37 [*Ethics and Corrupt Practices*].

If an offeror does not have all the expertise required for the provision of the Services described in the RFP, the offeror may submit a proposal in association with other entities, particularly with an entity in the country where the 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 Schedule 0.3 [*Joint Venture Partner Information*] must be included with the proposal. Such entity shall have the authority to make decisions binding upon the Joint Venture, consortium or association during the proposal 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.

## Article 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 these.

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

## Article 6    **OFFERORS' RESPONSIBILITY TO INFORM THEMSELVES AND ACKNOWLEDGEMENT**

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Offerors shall be responsible to inform themselves when 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 Services 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, Location inspection or discussion with UNOPS, its employees or agents;
- (v) Attend any clarification meeting or Location 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 provision of the Services; and
- (vii) Form their own assessment of the nature and extent of work required in **Section V: Requirements** to provide the Services and properly account for all work in their proposal.

Offerors acknowledge and agree that the RFP does not purport to contain all relevant information in relation to the Services and is provided solely on the basis that offerors shall be responsible for making their own assessment of the matters referred to in the RFP, including **Section III: Conditions of Contract**.

Offerors acknowledge and agree that UNOPS, its directors, personnel 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.

## **Article 7 UNOPS CONSULTANT SERVICES CONTRACT FOR WORKS**

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Offerors shall be willing to sign **Section III: Conditions of Contract**, without departure, qualification, amendment, limitation or exclusion, should they be selected as a result of this proposal process.

## **Article 8 CLARIFICATION OF THE RFP**

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Offerors may request clarification of the RFP by submitting a written request to the contact stated in the **Particulars** up to the time stated therein 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 communicated to all offerors that received the RFP directly from UNOPS if the RFP was not available online.

## **Article 9 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 in the **Particulars**, at the time and place and in accordance with instructions set out in the **Particulars**.

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

Information on the offeror's representatives who will attend the clarification meeting shall be submitted in writing by the offerors to the UNOPS contact person listed in the **Particulars**. The information should include the full name and position of each representative. It should be sent at least one (1) working day before the clarification meeting is to be held.

The clarification meeting shall be conducted for the purpose of clarifying the most relevant points from the solicitation documents. 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 will not issue any formal answers to questions from offerors regarding the RFP or the proposal process during the clarification meeting. All questions shall be submitted in accordance with Article 8 [*Clarification of the RFP*].

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

## Article 10 LOCATION INSPECTION

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Unless otherwise instructed in writing by UNOPS, a Location inspection will only be held if stated in the **Particulars**, at the time and place and in accordance with any instructions set out therein.

If it is stated in the **Particulars** that a Location inspection shall be mandatory, an offeror that does not attend the Location inspection shall become ineligible to submit a proposal under this RFP.

Offerors participating in a Location 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) Obtaining any visas that may be required for the offerors to participate in a Location inspection.

Prior to attending a Location 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 Location inspection; and
- (iv) transportation by UNOPS to the Location (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 the proposal process during a Location inspection. All questions shall be submitted in accordance with Article 8 [*Clarification of the RFP*].

A Location inspection will be conducted for the purpose of providing background information only. Offerors shall not rely upon any information, statement or representation made at a Location inspection unless it is confirmed by UNOPS in writing.

## Article 11 CONTENT OF PROPOSAL SUBMISSIONS

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Proposals shall include only a fully completed and dated set of returnable Schedules, including only the information required by each returnable Schedule, either completed on the returnable Schedule document or annexed to the document, as the case may be. Each of the returnable Schedules shall be signed in accordance with Article 20 [*Format and Signing of Proposals*] by a person authorized by the offeror in order to make it binding. The returnable Schedules are attached in **Section VI: Returnable Schedules**.

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

## Article 12 EXCLUSIVITY AND AVAILABILITY STATEMENT

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If so required in the **Particulars**, each Key Personnel listed in Schedule 4.4 [*Key Personnel*] must sign a Statement of Exclusivity and Availability as set out in Schedule 0.6 [*Statement of Exclusivity and Availability*]. The purpose of the Statement of Exclusivity and Availability is as follows:

- (i) The Key Personnel listed in the proposal must not be part of any other proposal associated with this proposal process. They must therefore engage themselves exclusively with the offeror.
- (ii) Each Key Personnel must also undertake to be available, able and willing to work for the entire period foreseen for their input during the implementation of the Contract as indicated in **Section V: Requirements** and the offeror's proposal.

The selection of an offer is partly based on the evaluation of the Key Personnel presented in the offer, and UNOPS therefore expects the Contract to be executed by these specific personnel. As the expected mobilization date is given in the solicitation documents, UNOPS will only consider substitutions after the deadline for proposal submission in cases of unexpected delays to the commencement date beyond the control of the offeror, or exceptionally, incapacity of a Key Personnel due to ill health, Force Majeure or other circumstances that may justify a replacement and would not have any effect on the proposal selection. An offeror's desire to use a Key Personnel on another project or a change of mind on the part of a Key Personnel shall not be accepted as a valid reason to substitute a Key Personnel.

## Article 13 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 proposal 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 proposal process, including any clarification meeting or Location 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 proposal 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 rights under the RFP.

#### **Article 14 PROPOSAL VALIDITY PERIOD**

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Proposals shall remain valid for acceptance by UNOPS for the entire period set out in the **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. Offerors who decline to extend the validity period shall have their proposals disqualified.

#### **Article 15 PARTIAL PROPOSALS**

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Offerors must submit a proposal for the Services for the total requirements identified under **Section V: Requirements**, unless otherwise stated in the **Particulars**. Proposals for only part of the requirements may be rejected unless otherwise permitted in the **Particulars**.

If indicated in the **Particulars** that proposals are being invited for individual contracts (lots), offerors must submit a proposal for one hundred (100) per cent of the items specified for each lot and one hundred (100) per cent of the quantities specified for each item of a lot, unless otherwise indicated in the **Particulars**. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in **Section II: Evaluation Method and Criteria**.

#### **Article 16 ALTERNATIVE PROPOSALS**

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

If the **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).

## Article 17 PROPOSAL SECURITY

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The offeror shall furnish a proposal security as part of its proposal, if required in the **Particulars**.

The proposal security shall be in the amount and form specified in the **Particulars** and shall be:

- (i) In the same currency as stipulated in Article 18 [*Proposal Currency(ies)*]; and
- (ii) Valid for thirty (30) days beyond the proposal validity period prescribed by UNOPS, pursuant to Article 14 [*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 proposal validity period prescribed by UNOPS pursuant to Article 14 [*Proposal Validity Period*].

The successful offeror(s)' proposal securities will be discharged/returned to them upon the offeror executing the Contract, pursuant to Article 33 [*Signing of Contract*].

The proposal security may be forfeited:

- (i) If an offeror withdraws its proposal during the proposal validity period specified by the offeror in Schedule 0.1 [*Proposal Submission Declaration*];
- (ii) If the successful offeror fails to sign the Contract in accordance with Article 33 [*Signing of Contract*];
- (iii) If the successful offeror fails to provide a Performance Security required by the Contract, if any is required; or
- (iv) If the successful offeror does not accept the correction of errors, in accordance with Article 28 [*Minor Informalities, Errors or Omissions*].

## Article 18 PROPOSAL CURRENCY(IES)

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Prices in the proposal shall be quoted in the currency(ies) stated in the **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 proposals submitted in a currency other than the currency(ies) stated in the **Particulars**. UNOPS may accept proposals submitted in another currency than the currency stated in the **Particulars** if the offeror confirms in writing during clarification 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 the deadline for proposal submission as stated in the **Particulars** shall apply. Regardless of the currency in which the proposal is received, the Contract will be issued, and subsequent payments will be made in the mandatory currency cited in the **Particulars**.



Rates in proposals shall be fixed. Proposals with adjustable rates shall be disqualified, unless specifically allowed for in this tender or Contract.

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**Article 19 DUTIES AND TAXES**

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Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations 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 the **Particulars**.

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**Article 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 an offeror has made errors that need to be corrected, 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 initialled by the person or persons who signed the proposal.

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**Article 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 the **Particulars**.

Supporting documents may be submitted in their original language. If such language is different from that set out in the **Particulars**, the supporting documents shall be submitted with a translation of the 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.

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**Article 22 DEADLINE FOR PROPOSAL SUBMISSION**

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All proposals shall be received by UNOPS no later than the time and date set out in the **Particulars**. It shall be the sole responsibility of the offerors to ensure that their proposal is received by the deadline for proposal submission. Proposals submitted after the deadline for proposal submission shall be rejected.

UNOPS may, at its discretion, extend the deadline for proposal submission by amending the solicitation documents in accordance with Article 3 [*Amendments to the RFP*]. In this case, all rights and obligations of UNOPS and offerors subject to the previous deadline will thereafter be subject to the new extended deadline.

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**Article 23 PROPOSAL SUBMISSION**

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All proposals shall be submitted to UNOPS in accordance with the requirements set out in this RFP.

Offerors should make sure not to include any financial or 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.

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**Article 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 proposal after it has been submitted by sending a written notice to UNOPS. After the deadline for proposal submission, however, the proposals shall remain valid and open for acceptance by UNOPS for the entire proposal validity period.

Proposals for which withdrawal has been requested prior to the deadline for proposal submission shall be made available for collection by the offeror that submitted it within fifteen (15) days of its withdrawal. Otherwise, UNOPS shall have the right to discard such a proposal unopened without further notice to the offeror. UNOPS shall not be responsible for the costs of returning the proposal to the offeror.

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**Article 25 OPENING OF PROPOSALS**

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Proposals will be opened by a UNOPS bid-opening panel<sup>1</sup> at the time and location, and in accordance with the requirements, set out in the **Particulars**. Offerors shall not attend the proposal opening unless specified in the **Particulars**.

Financial proposals will be opened only for proposals that achieve the minimum technical threshold as specified in **Section II: Evaluation Method and Criteria**.

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**Article 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. In their responses, the offerors shall not make any changes regarding the substance or price of the proposal, they may only confirm the correction of arithmetic errors discovered by UNOPS in the evaluation of the proposals, in accordance with Article 28 [*Minor Informalities, Errors or Omissions*].

UNOPS may use such information to interpret and evaluate the relevant proposal, but is under no obligation to take it into account.

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**Article 27 COMPLIANCE OF PROPOSALS**

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UNOPS determination on whether a proposal is compliant will be based on the contents of the proposal itself.

A substantially compliant proposal is one that meets or exceeds the requirements under **Section V: Requirements** and obtains the minimum required number of technical points defined in **Section II: Evaluation Method and Criteria**, 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 Services specified in **Section V: Requirements**;

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<sup>1</sup> As clarified in the UNOPS Procurement Manual, the term 'bid-opening panel' is an industry term that without any limitations refers to the opening of bids received in response to an ITB and of proposals received in response to an RFP.

- (ii) Is inconsistent with the proposal documents or limits in any substantial way, UNOPS rights or the offeror's obligations under the Contract; or
- (iii) If rectified, would unfairly affect the competitive position of other offerors presenting substantially compliant proposals.

If a proposal is not substantially compliant to the proposal 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.

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

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Provided that a proposal is substantially compliant, UNOPS may waive minor informalities, errors or omissions in the proposal that do not constitute a material deviation. This will only be the case if they are a matter of form rather than 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 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 arithmetic errors on the following basis:

- (i) 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;
- (ii) 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
- (iii) 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 (i) and (ii) 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.

## **Article 29 PRELIMINARY EXAMINATION**

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Upon opening the proposals, UNOPS shall proceed to a preliminary examination of the proposals to confirm that all documents and technical documentation requested in Article 11 [*Content of Proposal Submissions*] have been provided, and to determine the completeness of each document. During the preliminary examination, UNOPS may reject any proposal that does not comply with the formal and eligibility requirements set out in **Section II: Evaluation Method and Criteria**, without further consultation with the offeror.

Proposals that 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.

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**Article 30 EVALUATION METHOD AND CRITERIA**

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UNOPS shall evaluate proposals and select a preferred offeror pursuant to **Section II: Evaluation Method and Criteria** of this RFP.

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**Article 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 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 **Section II: Evaluation Method and Criteria**. UNOPS reserves the right to conduct negotiations with the offeror recommended for award on the content of their proposal.

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**Article 32 NOTIFICATION OF AWARD**

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Prior to the expiration of the proposal validity period, 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.

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**Article 33 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 proposal documents, incorporating all agreements between the Parties.

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**Article 34 PUBLICATION OF CONTRACT AWARD AND DEBRIEFING PROCEDURES**

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UNOPS shall publish on its [open data website](#) and/or the [UNGM website](#) information on 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 a debrief must be received within ten (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. UNOPS shall promptly respond in writing to any unsuccessful offeror that requests a debriefing.

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**Article 35 OTHER UNOPS RIGHTS**

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Subject to preliminary examination of the proposal, 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, accept or reject any proposal that is non-conforming;
- (v) Request, attend or conduct any Location inspection or clarification meeting;
- (vi) Request, attend or observe any product, plant, equipment, offeror's premises 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 signature of a contract, without any liability toward the offerors and without providing any reason or notice to offerors.

## **Article 36 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 (15) 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.

## **Article 37 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 throughout 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 proposal process or the Contract that may be awarded as a result of this proposal process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS policy on vendor sanctions](#), and include:
  - Corrupt practice: the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - Fraudulent practice: 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 practice: 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 practice: an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - Unethical practice: conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS; and/or
  - Obstruction: acts or omissions by an offeror 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.

## **Article 38 AUDIT**

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Any offeror 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 37 [*Ethics and Corrupt Practices*], in connection with this proposal process or any Contract that may be signed as a result of this proposal process.

In cooperating with UNOPS, the offeror 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 that may be required to conduct such an investigation.

The failure of an offeror to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the offer submitted by such offeror, and to terminate any Contract that may have been signed as a result of this proposal process immediately upon written notice, without any liability for termination charges or any other liability of any kind for 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.

## **Article 39 BID PROTEST<sup>2</sup>**

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Any offeror that believes to have been unjustly treated in connection with this proposal process may submit a complaint to the 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 offeror shall have requested a debrief further to Article 34 [*Publication of Contract Award and Debriefing Procedures*], and shall submit the bid protest within ten (10) calendar days of UNOPS providing the debrief. In the unlikely event that UNOPS does not provide a debrief within fifteen (15) calendar days of the offeror's request further to Article 34 [*Publication of Contract Award and Debriefing Procedures*], the offeror may present a bid protest within ten (10) calendar days of the expiry of said fifteen (15) calendar day period. For further details on bid protests, please refer to the UNOPS Procurement Manual.

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<sup>2</sup> Following the UNOPS Procurement Manual, 'bid protest' is a term that without any limitations may apply to any procurement process, including the submission of bids for an ITB and the submission of proposals for an RFP.