***Interested bidders must take into account the modifications to the document for the aforementioned process, which must be considered when preparing their offers. Consider that the words in red are those that have been added to the requirements and the ~~strikethroughs~~ are those that have been removed from the requirements.***

**RETURNABLE PROPOSAL SCHEDULE 1**

**PROPOSAL FORM**

United Nations Office for Project Services

13 E.C. Richardson Street, Level 3

Philipsburgh, Sint Maarten

Dear Sir/Madam,

**Subject: Invitation to Pre-qualification of work contractors for the Construction of the Point Blanche Prison and House of Detention, in Sint Maarten, Dutch Caribbean**

**PQ Case No.Ref. # PQ/2024/51344**

1. We, [***Name of Prospective Bidder***], hereby submit a proposal form for the construction of the above-referenced works in response to the above-referenced PQ.
2. We warrant that in preparing this submission, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced PQ.

I, the undersigned, certify that I am duly authorized by [***insert name of prospective bidder***] to sign this proposal and bind [***insert name of prospective bidder***] should UNOPS accept this proposal:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[***Stamp Proposal Form with official stamp of the prospective bidder***]

**RETURNABLE PROPOSAL SCHEDULE 2**

**BIDDER'S DETAILS**

| PQ Case No.: **Ref. # PQ/2024/51344**  Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Company registration No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Company License title and No.(where appropriate): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Company status (Individual, private limited, Share Company, specify others)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address of registered office:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of bidder representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Website:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mobile phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**RETURNABLE PROPOSAL SCHEDULE 3**

**FINANCIAL INFORMATION TO BE PROVIDED FOR ASSESSMENT**

**PQ Case No.: PQ/2024/51344**

Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The average yearly turnover of the last three years of operations of the Bidder must be equal or greater than USD ~~100,000,000~~ 50,000,000.

To demonstrate the compliance with the previous point, and in order for UNOPS to assess the Bidder's financial strength and stability, the Bidder must provide audited financial statements of the past three years of operation and the latest audited annual financial report.

Total yearly turnover in year 2021 - \_\_\_\_ (please indicate) USD

Total yearly turnover in year 2022 - \_\_\_\_ (please indicate) USD

Total yearly turnover in year 2023 - \_\_\_\_ (please indicate) USD

**If audited financial statements for 2023 have not yet been submitted, please present the audited financial statements for 2020.**

*Note to Bidders:**If the currency of the financial statement is in a currency other than USD, the exchange rate used to convert must be based on the UN operational rate of exchange on the 31 Dec of the relevant year.*

*Exchange rates are available in* [*http://treasury.un.org/*](http://treasury.un.org/)

*In cases of Joint venture, all joint venture members* ***combined*** *must meet the criteria.*

**RETURNABLE PROPOSAL SCHEDULE 4**

**CAPACITY, EXPERIENCE AND WORK COMPLETED**

**PQ Case No.: PQ/2024/51344**

Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

These criteria aim to ensure that a Bidder has the capacity and experience to complete the contract, if awarded. This is best assessed by examining a Bidder's past and current performance in similar types of contracts - that is similar value, risk and nature or procurement. The following criteria are considered in this Pre-qualification:

1. Minimum of **15 years of experience as General Contractor** in the construction of vertical infrastructure projects. These previous experiences must be accredited by attaching copies of contracts, purchase orders or similar documents.
2. Minimum of **10 turnkey projects** completed in the last 15 years as General Contractor. Each project must have a minimum construction area of **10,000 m2** of vertical infrastructure. The Bidder must provide the corresponding support documents: Signed contract and certification of completion of each of the contracts emitted by the Client or Funding Source.

Provide details of particularly relevant or similar projects undertaken in the last years including the extent of the services or works for which the organization was responsible and the dates of the organization‘s involvement. The details may be provided without disclosing confidential information.

| **Project Name and Client Name, including contact details** | **Contract Value**  **$USD** | **Status of project** | **Dates of involvement** | **Services provided** | **Construction area** |
| --- | --- | --- | --- | --- | --- |
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For consortium, associations, or temporary joint ventures submitting bids, the qualifications of each member will be combined to assess if the consortium meets all minimum requirements.

**RETURNABLE PROPOSAL SCHEDULE 5**

**DECLARATION**

United Nations Office for Project Services

13 E.C. Richardson Street, Level 3

Philipsburgh, Sint Maarten

**PQ Case No.: PQ/2024/51344**

Dear Sir/Madam,

**Subject: Invitation to Pre-qualification of work contractors for the Construction of the Point Blanche Prison and House of Detention, in Sint Maarten, Dutch Caribbean**

I, [***insert name and title***], [***insert title***], do solemnly and sincerely declare that:

1. I am duly authorized by [***Insert name of prospective bidder***] (the Bidder)to make this declaration on its behalf.
2. I make this declaration on behalf of the Bidder.
3. Before the Bidder submitted its proposal, neither the Bidder, nor any of its employees or agents, had knowledge of the proposal made by any other bidder who submitted, or of any person, company, other body corporate or firm that proposed to submit a proposal in response to this PQ.
4. Before the Deadlinefor Proposal Submission of this bid process, neither the Bidder, nor any of its employees or agents, disclosed the Bidder’s proposal to:
   1. any other bidder who submitted a proposal in response to this PQ;
   2. any person, company, other body corporate or firm proposing to submit a proposal in response to this PQ.
5. Neither the Bidder, nor any of its employees or agents, has provided information to:
6. any other bidder who has submitted a proposal in response to this PQ;
7. any person, company, other body corporate or firm proposing to submit a proposal in response to this PQ; or
8. any other person, company, body corporate or firm for the purpose of assisting in the preparation of a proposal in response to this PQ.
9. The Bidder is genuinely competing to be pre-qualified for this Contract.
10. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to UNOPS in the proposal, that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, an industry association in respect of the Contract.
11. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, any other bidder who unsuccessfully tendered for the Contract.
12. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that bidders for the Contract would include an identical or similar condition or qualification in their proposals.

I acknowledge that this declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to penalties.

| DECLARED at [***insert place***] on [***insert date***] before me:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of authorized witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of authorized witness  (capital letters)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address of authorized witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness’ Occupation  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of declarant |
| --- |

**RETURNABLE PROPOSAL SCHEDULE 6**

**CONFLICTS OF INTEREST**

**PQ Case No.: PQ/2024/51344**

Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Bidders: Bidder shall declare any (if any) actual or potential conflicts of interest which may arise with respect to the project as between:*

1. *UNOPS and the bidder; and*
2. *UNOPS and any subcontractor (including consultants) proposed by the bidder*

*Duly signed Schedule 6 without declaration of any actual or potential conflicts of interest which may arise with respect to the project between UNOPS and the bidder and UNOPS and any subcontractor (including consultants) proposed by the bidder will be considered as confirmation that there is no actual or potential conflicts of interest which may arise with respect to the project as between UNOPS and the bidder and UNOPS and any subcontractor (including consultants) proposed by the bidder.*

**RETURNABLE PROPOSAL SCHEDULE 7**

**DISPUTE DETAILS**

**PQ Case No.: PQ/2024/51344**

Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note to Bidders: Bidders shall submit a statement below providing details of any current contract dispute and/or arbitral or legal proceeding involving the bidder. The statement shall include details of any dispute which has been, or is reasonably likely to be, referred to formal dispute proceedings (e.g. mediation or arbitration) or is the subject of litigation in any court locally or overseas. This information shall be provided regardless of whether such action has been instigated by the bidder against a client or a client of the bidder against the bidder.*

**RETURNABLE PROPOSAL SCHEDULE 8**

**JOINT VENTURE (***if applicable***)**

**PQ Case No.: PQ/2024/51344**

Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: The Applicant shall fill in this Form in accordance with the instructions indicated below. If this form is not applicable , simply state “ Non Applicable”, date and sign.

| **JV / Consortium/ Association Information** | |
| --- | --- |
| **Name** | [complete] |
| **Names of each partner and contact information**  (address, telephone numbers, fax numbers, e-mail address) | [complete] |
| **Name of leading** partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution) | [complete] |
| **Proposed proportion of responsibilities between partners (in %) with indication of the type of the goods/services to be delivered by each** | [complete] |

**Signatures of all partners of the JV:**

We hereby confirm that if we are prequalified in this process and if the contract is awarded following the separate tender process conducted after this prequalification process , all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract.

Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RETURNABLE PROPOSAL SCHEDULE 9**

**UNOPS NON-DISCLOSURE AGREEMENT**

Since the second step of the bidding process involves the sharing of sensitive prison information via a Secure Drive, UNOPS establishes the following requirements for the Bidders:

* The Bidder must provide UNOPS with an email address that is compatible with the Google platform and with the 2-step verification Google Authenticator. The Bidders that comply with the requirements established in this Pre-Qualification will be shortlisted, and will be contacted by UNOPS to ensure that the provided email address is properly configured.

**Company Representative with access to Security Drive**

| Contact Name: [complete]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position: [complete] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email:[complete]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone number:[complete] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- |

* All Bidders will be required to sign and submit the Non-Disclosure Agreement (NDA) attached to the bidding forms for this prequalification process.

**UNOPS NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement(“**Agreement**”)is made on the [insert] day of [insert month] 20[insert] between:

1. The United Nations Office for Project Services, a subsidiary organ of the United Nations, having its principal address at Marmorvej 51, PO Box 2695, 2100 Copenhagen, Denmark (the **“Disclosing Party”**); and
2. [insert name], a [*insert details of Counterparty*], having its principal address at [*address*], [*insert name of city and country*] (the **“Receiving Party”**);

(collectively referred to as the “**Parties**”, and individually as a “**Party**”).

**BACKGROUND**

1. UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in relation to procurement, contracts management and other capacity development activities;
2. The Parties wish to enter into discussions with each other concerning [insert nature of discussions] (the “**Discussions**”). In the course of such Discussions, the Disclosing Party may disclose to the Receiving Party Confidential Information (as defined below).
3. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, this Agreement sets out the respective obligations with respect to Confidential Information received by the Receiving Party from the Disclosing Party.

The Parties therefore agree as follows:

1. **CONFIDENTIAL INFORMATION**
   1. In this Agreement, "**Confidential Information**" means any operational, administrative business or technical information, in whatever form transmitted, whether or not stored in any medium, relating to the Disclosing Party’s operations and/or business (and/or those of its suppliers and customers), including but not limited to equipment, software, designs, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers and contracts, inventions, applications, methodologies and other know-how, that is either proprietary to the Disclosing Party or its contractors or which either of the foregoing maintains as confidential and nonpublic. Confidential Information includes original information supplied by the Disclosing Party, as well as all copies.
   2. "**Confidential Information**" does not include information which:
2. is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in breach of this Agreement;
3. was available to the Receiving Party on a non-confidential basis prior to its disclosure;
4. is independently developed by the Receiving Party; or
5. is disclosed, without obligation of confidentiality, to the Receiving Party by a person or entity not party to this Agreement and who is entitled to disclose such information without breaching an obligation of confidentiality.
6. **CONFIDENTIALITY**
   1. The Receiving Party shall hold in the strictest confidence, and, except as provided herein, shall not disclose to any person outside its organization, any Confidential Information. The Receiving Party agrees to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure of the Confidential Information. The Receiving Party will use the Confidential Information only for the Discussions and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. Without limitation of the foregoing, the Receiving Party shall not cause or permit reverse engineering of any Confidential Information or decompilation or disassembly of any software programs that are part of the Confidential Information received by it under this Agreement and shall disclose Confidential Information only to persons within its organization who have a need to know such Confidential Information in connection with the Discussions and who are bound by a written agreement to protect the confidentiality of such Confidential Information.
   2. Nothing in this Agreement is to be construed as granting the Receiving Party any title, ownership, license or other right or interest with respect to the Confidential Information. Confidential Information will be held in trust by the Receiving Party for the Disclosing Party.
   3. Nothing in this agreement shall be construed as obligating any Party to continue any discussions or to enter into a business relationship.
   4. The Receiving Party shall, upon expiration of this Agreement or the request of the Disclosing Party, destroy or return to the Disclosing Party all drawings, documents, and other tangible or electronic manifestations of Confidential Information received by the Receiving Party pursuant to this Agreement (and all copies and reproductions thereof). A senior officer or official of the Receiving Party, if requested by the Disclosing Party in writing, shall certify, by way of affidavit or declaration, on behalf of the Receiving Party that all such Confidential Information has been returned or destroyed, as applicable, and that it will not use any archived copies of Confidential Information that cannot be reasonably removed from archival storage. However, the counsel for each Party may retain one archival copy of all Confidential Information received under this Agreement for the sole purpose of reference in any subsequent legal disputes that may arise.
   5. The Receiving Party will not copy or reproduce the Confidential Information except as reasonably required for the purposes contemplated in this Agreement, and will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies.
   6. The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and that the Confidential Information is not purported to represent a substitute, in whole or in part, for an independent evaluation of the operations or any transaction relating thereto.
7. **AUTHORISED DISCLOSURE**
   1. The Receiving Party may disclose the Confidential Information only if it is required to do so in compliance with the law, an order of court, or the rules or regulations of any relevant regulatory or administrative authority with jurisdiction over the Receiving Party, provided always that the Receiving Party shall:
8. give the Disclosing Party reasonable notice prior to the impending disclosure so that the Disclosing Party may seek protective relief and/or waive the duty of non-disclosure;
9. only disclose the Confidential Information to such extent as is necessary for such compliance; and
10. use its best endeavours to ensure that any person who receives the Confidential Information keeps such Confidential Information confidential and does not use it except for the purpose for which the disclosure is made.
11. **OBLIGATION FOR PROMPT NOTIFICATION**
    1. The Receiving Party shall promptly inform the Disclosing Party of any loss of confidentiality, unauthorised disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same.
12. **TERM AND TERMINATION**
    1. This Agreement shall remain in full force and effect for a period of one (1) year from the date of last signature by both Parties, provided that the restrictions on disclosure shall survive expiration of this Agreement for a period of five (5) years after the said expiration. This Agreement may not be modified, amended, discharged or terminated, except by mutual written agreement of the Parties.
13. **GOVERNING LAW AND DISPUTE RESOLUTION**
    1. This Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2010) and, with respect to issues not covered by such Principles, by generally accepted principles of international commercial law.
    2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The number of arbitrators shall be one. The language used in the arbitral proceedings shall be English. The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.
14. **MISCELLANEOUS PROVISIONS**
    1. This Agreement constitutes the complete understanding of the Parties in respect of the subject matter in this Agreement and supersedes all prior agreements relating to the same subject matter.
    2. The Parties agree to deliver further written documentation and to do or cause to be done any other things reasonably necessary to implement this Agreement.
    3. This Agreement shall benefit and be binding on the Receiving Party and the Disclosing Party and their respective successors and permitted assigns. No Party may assign or transfer all or any part of its rights and obligations under this Agreement without the prior written consent of the other Party.
    4. Nothing in or relating to this Agreement shall be construed as a waiver of any privileges and immunities of the United Nations of which UNOPS is an integral part.

| For UNOPS: | For [insert name of Receiving Party]: |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | Name: |
| Designation: | Designation: |
| Date: | Date: |