

## SECTION I

### INSTRUCTIONS TO APPLICANTS

#### 1. INFORMATION FOR APPLICANTS

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Interested vendors are invited to submit an application for pre-qualification for the works described in the Particulars' section, in accordance with this IFP.

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

#### 2. INTERPRETATION OF THE IFP

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This IFP is an invitation for pre-qualification 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, shall exist between the Applicant and UNOPS and nothing in or in connection with this IFP shall give rise to any liability on the part of UNOPS.

#### 3. AMENDMENTS TO THE IFP

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Prior to the Deadline for Application submission, UNOPS may at its discretion modify the contents of the IFP by way of a written addendum. All written addenda to the IFP contents and documents shall form part of the IFP.

In the event UNOPS modifies the IFP, UNOPS shall make such modifications through UNOPS eSourcing system and shall notify in writing all vendors that expressed interest in the pre-qualification process.

In order to give the interested vendors reasonable time to take such modifications into account, UNOPS may extend the Deadline for Application submission as may be appropriate under the circumstances.

#### 4. APPLICANT ELIGIBILITY

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Applicants may be a private, public or government-owned legal entity or any association with legal capacity to bid and enter into a binding Contract with UNOPS.

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

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

- (i) Applicant has a close business or family relationship with a UNOPS personnel who: (i) are directly or indirectly involved in the preparation of the solicitation documents for pre-qualification, and/or the evaluation process of such pre-qualification (ii) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;

- (ii) Applicant is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
- (iii) Applicant has an interest in other applicants, including when they have common ownership and/or management. Applicants shall not submit more than one application, except for alternative applications, if permitted. This shall result in the disqualification of all applications in which the Applicant is involved. This includes situations where a firm is the Applicant in one application and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one application.

Applicants must disclose any actual or potential conflict of interest in the Application Form and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UNOPS. Failure to disclose any actual or potential conflict of interest may lead to the Applicant being sanctioned further to UNOPS policy on vendor sanctions.

An Applicant shall not be eligible to submit an application if and when at the time of application submission, the Applicant:

- (i) is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS (UNOPS Ineligibility List) and other Agencies, Funds or Programs of the UN System;
- (ii) is included in the [Consolidated United Nations Security Council Sanctions List](#), including the UN Security Council Resolution 1267/1989 lists;
- (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 Tender Particulars section.
- (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.

All Applicants 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](#).

If an Applicant does not have all the expertise required to be pre-qualified, such Applicant may submit an application for pre-qualification 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 application in response to this IFP, whether alone or in association with other entities. This does not however limit the inclusion of a firm as a potential sub-contractor in more than one application.

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 application and the Contract that may be awarded to them as a result of this pre-qualification;

- (ii) the application 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 solicitation 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**

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

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

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

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

- (i) examine and fully inform themselves in relation to all aspects of the IFP, including the documents included or referred to in this IFP;
- (ii) review the IFP 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 IFP 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 IFP;
- (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 application.

Applicants acknowledge and agree that the IFP does not purport to contain all relevant information in relation to the pre-qualification and is provided solely on the basis that Applicants shall be responsible for making their own assessment of the matters referred to in the IFP.

Applicants 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 IFP or any other information provided to the Applicants.

## **7. CLARIFICATION OF THE IFP**

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Applicants may request clarifications on the IFP or pre-qualification process by submitting a written request through the Clarification request functionality in the UNOPS eSourcing system up

to the time stated in the Particulars' section and thereafter requests for clarification shall not be accepted.

Responses to requests for clarification shall be posted in the UNOPS eSourcing system.

## **8. CLARIFICATION MEETINGS**

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Unless otherwise instructed in writing by UNOPS, a clarification meeting shall only be held if stated in the Particulars' section, at the time and place and in accordance with any instructions set out in the Particulars' section.

If the Particulars' section state that a clarification meeting shall be mandatory, an Applicant which does not attend the clarification meeting shall become ineligible to submit an application for pre-qualification under this IFP.

The names of representatives of Applicants who shall attend the clarification meeting shall be submitted in writing by Applicants to the UNOPS contact person listed in the Particulars' section, including the full name and position of each representative at least 24 hours before the clarification meeting is to be held.

UNOPS shall not issue any formal answers to questions from Applicants regarding the IFP or pre-qualification process during the clarification meeting. All questions shall be submitted in accordance with Article 7.

The clarification meeting shall be conducted for the purpose of providing background information only. Without limiting Article 6, Applicants 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 post them in the UNOPS eSourcing system without disclosing the names of the Applicants who attended the clarification meeting, shortly after the clarification meeting.

## **9. SITE INSPECTION**

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

If the Particulars' section state that a site inspection shall be mandatory, an Applicant which does not attend the site inspection shall become ineligible to submit an application for pre-qualification under this IFP.

Applicants 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 Applicants to participate in a site inspection.

Prior to attending a site inspection, Applicants 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 shall not issue any formal answers to questions from Applicants regarding the IFP or pre-qualification process during a site visit. All questions shall be submitted in accordance with Article 7.

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

## **10. CONTENT OF APPLICATIONS**

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### **11.1**

#### **Returnable Application Schedules**

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Applications shall include only a fully completed and dated set of the Returnable Application Schedules, including only the information required by each Returnable Application Schedule, either completed on the Returnable Application Schedule document or annexed to the document, as the case may be, each signed in accordance with Article 15 by a person authorised by the Applicant to bind it. The Returnable Application Schedules are set out in Section III.

### **11.2**

#### **Other Information**

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Applications submitted shall only include information required to be submitted in accordance with the IFP.

## **11. REMUNERATION FOR AND COSTS OF APPLICATIONS**

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

Applicants acknowledge that their participation in any stage of the pre-qualification process for this IFP is at the Applicants' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by Applicants in the preparation and submission of applications or participation in the pre-qualification process, including as part of any clarification meeting or site or plant inspection.

UNOPS is not liable to Applicants for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the IFP or Applicants' participation in the pre-qualification process, including where:

- (i) clarifications and addenda are provided or not provided to Applicants;
- (ii) an Applicant is not pre-qualified;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the pre-qualification process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the IFP in whole or in part; or

- (v) UNOPS exercises any rights under the IFP.

## **12. APPLICATION VALIDITY PERIOD**

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Applications shall remain valid for acceptance by UNOPS for the entire period set out in the Particulars' section. An application for pre-qualification valid for a shorter period of time shall be rejected.

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

## **13. PARTIAL APPLICATIONS**

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Applicants shall respond to all IFP requirements and submit all applicable Returnable Application Schedules. UNOPS shall NOT accept partial and/or incomplete applications.

## **14. ALTERNATIVE APPLICATIONS**

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Alternative applications shall not be evaluated.

If an Applicant submits more than one application:

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

## **15. APPLICATION FORMAT**

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An application for pre-qualification shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by an Applicant, hand written corrections to the application may be made before the submission and/or the Deadline for Application submission. In this case, such corrections shall be initialed by the person or persons who signed the application.

Applications shall be signed by the person authorized to do so in Returnable Application Schedule 1 – Form of Application. That person shall be authorized by the Applicant to bind the Applicant. A copy of such authorization shall be submitted along with the application.

## **16. LANGUAGE OF APPLICATIONS**

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All applications, information, documents and correspondence exchanged between UNOPS and the Applicants in relation to this pre-qualification process shall be in the language set out in the Particulars' section.

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

## **17. APPLICATION SUBMISSION**

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All applications shall be submitted to UNOPS through the UNOPS eSourcing system. Applications that are not submitted in accordance with the provisions set out in this IFP shall be rejected.

## **18. DEADLINE FOR APPLICATION SUBMISSION**

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All applications must be received by UNOPS by no later than the time and date set out in the Particulars' section. It shall be the sole responsibility of the Applicants to ensure that their application is received by the Closing Date and Time as UNOPS eSourcing system does not accept late submissions.

## **19. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF APPLICATIONS**

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Prior to the Deadline for Application submission, an Applicant may withdraw or modify its application after it has been submitted through the UNOPS eSourcing system. After the deadline for submission of the applications, however, the applications shall remain valid and open for acceptance by UNOPS for the entire Application Validity Period, as may be extended.

## **20. OPENING OF APPLICATIONS**

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Applications shall be opened at the time and location, and in accordance with the requirements, set out in the Particulars' section.

Applicants may attend the opening of the applications. However, they shall not be allowed to attend the evaluation of the applications.

## **21. EVALUATION METHOD AND CRITERIA**

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UNOPS shall evaluate applications and select the preferred Applicants for short-listing pursuant to Evaluation Criteria section of the IFP.

Upon opening of the applications, UNOPS shall proceed to a preliminary examination of the applications to confirm that all Returnable Application Schedules and other information requested in the IFP have been provided, to determine the completeness of each document submitted and also to confirm the eligibility of the Applicant. UNOPS may reject any Application during the preliminary examination which does not comply with the formal and eligibility requirements set out in the Particulars and Evaluation Criteria sections of the IFP, without further consultation with the Applicant.

Applications which are incomplete, frivolous, or that contain material deviations from or reservations to the terms of the pre-qualification, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination. An Applicant may not be permitted to correct or withdraw material deviations or reservations in an application for pre-qualification once the applications have been opened.

All applications found substantially compliant with the formal and eligibility criteria will be further evaluated for compliance to qualifications criteria included in the Evaluation Criteria section.

After completion of the evaluation but prior to including an Applicant into the Short-list of pre-qualified vendors, UNOPS may conduct background checks on the Applicant to confirm the Applicant meets the criteria set forth in the IFP and may reject an Applicant on the basis of such findings. Applicants shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Applicants' premises.

Applicants may be rejected if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures etc. at any time during preliminary examination, evaluation and/or background check/due diligence processes.

UNOPS shall short-list all Applicants who have been determined as eligible and qualified. Prior to the expiration of the period of Application validity, UNOPS shall notify the successful Applicants in writing by email or post, that its Application has been accepted.

## **22. OTHER UNOPS RIGHTS**

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Subject to Evaluation Criteria section of the IFP, UNOPS shall have no obligation to accept any application.

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

- (i) require additional information from Applicants;
- (ii) change the structure and timing of the IFP;
- (iii) alter, terminate, suspend or defer the pre-qualification process or any part of or activity in it;
- (iv) consider or accept or reject any application 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 pre-qualification process at any time prior to the award of a contract, without any liability toward the Applicants and without providing any reason or notice to Applicants.

## **23. CONFIDENTIALITY**

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

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing an application for pre-qualification.

All information and documents provided to the Applicants 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 Applicant in preparing the application, provided the Applicant 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 IFP lawfully in the possession of the Applicant through a party other than UNOPS;
- (iv) if required by law, and provided that the Applicant 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.

## **24. ETHICS AND CORRUPT PRACTICES**

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UNOPS requires that all Applicants observe the highest standard of ethics during the entire pre-qualification process, as well as the duration of any subsequent tender processes and contracts that may be awarded as a result of such tender processes. Therefore, all Applicants shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the pre-qualification process and/or any subsequent tender processes;
- (ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other Applicants or parties involved in this pre-qualification process or in the project underlying this pre-qualification process;
- (iii) have not engaged, or attempted to engage, in any Corrupt Practices in connection with this pre-qualification process, any subsequent tender processes or the contract that may be awarded as a result of such tender processes. 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 Applicants designed to result in applications 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 an Applicant fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the application submitted by such Applicant, and to terminate any contract that may have been awarded as a result of a tender process linked to this pre-qualification process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the Applicant may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

## **25. AUDIT**

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Any Applicant participating in this pre-qualification 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 24 above, in connection with this pre-qualification process, any subsequent tender processes and contracts that may be awarded as a result of such tender processes.

In cooperating with UNOPS, the Applicants 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 Applicant that may be required to conduct such investigation.

The failure of an Applicant to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the application submitted by such Applicant, and to terminate any contract that may have been awarded as a result of a tender process linked to this pre-qualification process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the Applicant may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

## **26. APPLICATION PROTEST**

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Any Applicant that believes to have been unjustly treated in connection with this pre-qualification process may submit a complaint to UNOPS' General Counsel. More information about application protests can be found on UNOPS' website at [www.unops.org](http://www.unops.org).