

Request for Proposals (RFP) for Services/Goods

Procurement of Vehicle Tracking and Driver Behavior Management System

RFP Ref No: RFP/UNOPS-ETOH/Service/2015/007



Invitation letter

Dear Sir/Madam,

Subject: Request for Proposals for the Supply of Procurement of Vehicle Tracking and Driver Behaviour Management System for the Ministry of Health in Ethiopia – RFP Ref No.: RFP/UNOPS-ETOH/Service/2015/007

The United Nations Office for Project Services (hereinafter referred to as UNOPS) is pleased to invite prospective Offerors to submit a Proposal in accordance with the UNOPS General Conditions of Contract and the Schedule of Requirements as set out in this Request for Proposals (RFP).

The RFP consists of the following:

- This Invitation Letter
- Section I: RFP Particulars
- Section II: Instructions to Offerors
- Section III: Evaluation Criteria
- Section IV: Schedule of Requirements
- Section V: Returnable Bidding Forms. **Forms A-G are normally mandatory**
 - Form A: Proposal/No Proposal Confirmation Form
 - Form B: Checklist Form
 - Form C: Offeror Information Form
 - Form D: Joint Venture Partner Information Form
 - Form E: Proposal Submission Form
 - Form F: Financial Proposal Form
 - Form G: Technical Proposal Form
 - Form H: Proposal Security Form (Not Applicable)
 - Form I: Format for Resume of Proposed Key Personnel
 - Form J: Performance Statement Form
 - Form K: No Adverse Action Confirmation Form
 - Form L: Statement of Exclusivity and Availability
- Section VI: Contract Forms
 - VI-1: UNOPS General Conditions of Contract
 - VI-2: Special Conditions for Goods/Services
 - VI-3: UNOPS sample contract for **(Not Applicable)**
 - VI-4: Performance Security Guarantee Form
 - VI-5: Advanced Payment Guarantee Form **(Not Applicable)**

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it to UNOPS by the deadline for Proposal submission set out in Section I: RFP Particulars.

Please acknowledge receipt of this RFP by returning Form A (see Section V, Returnable Bidding Forms) as far in advance of the Proposal opening date as possible, to the email address: davidmu@unops.org or samsonm@unops.org or ashebirk@unops.org indicating whether or not you intend to submit a Proposal. If you are declining to Proposal, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

We look forward to receiving your Proposal.

Pre-cleared by:

Name: Kristof Choinski
Title: Procurement Advisor
Date: 11th January 2016

Approved by:

Name: Gurel Gurkan
Title: OIC ETOH
Date: 11th January 2016



Section I: RFP Particulars

The following specific data shall complement, supplement or amend the provisions in Section II: Instruction to Offerors. In case there is a conflict, the provisions herein shall prevail over those in Instructions to Offerors.

Instructions to Offerors Article	Particulars
Scope of Proposal (Article 1)	The goods and/or services include the supply of Procurement of Vehicle Tracking and Driver Behaviour Management System for the Ministry of Health in <i>Ethiopia, Addis Ababa</i> as further described in Section IV of this RFP.
Contact person for correspondence, notifications and requests for clarifications (Article 1)	<p>All correspondence, notifications and requests for clarifications in relation to this RFP shall be sent to:</p> <p>David Mulbah or Samson Ketsela or Ashebir Assefa United Nations Office for Project Services Procurement Department, UNOPS ETOH davidmu@unops.org , samsonm@unops.org , ashebirk@unops.org</p> <p>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Article 23).</p>
Interpretation of the RFP (Article 2)	<p>This RFP is conducted in accordance with the applicable provisions of UNOPS Procurement Manual (latest version of which can be accessed at: https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx) and other relevant Organisational Directives and Administrative 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.</p>
Offeror Eligibility (Article 4)	No nationalities are excluded from submitting a Proposal.
Clarifications (Article 7) and Amendments (Article 3)	<p>Requests for clarification from Offerors will not be accepted any later than 25th January 2016 at 5:00 p.m. Ethiopian Local Time (GMT+3).</p> <p>Responses to requests for clarification and/or amendments shall be communicated to Offerors by posting responses on UNOPS' website at https://www.unops.org/english/Opportunities/suppliers/Pages/Business-opportunities.aspx under RFP Case No. RFP/UNOPS-ETOH/Service/2015/007 on 28th January 2016 at 5:00 p.m. Ethiopian Local Time (GMT+3).</p>

Clarification or Pre-Bid Meeting (Article 8)	NO Pre-Bid Meeting will be held.
Site Inspection (Article 9)	Offerors may carry out their own site inspection with the prior written approval of UNOPS.
Exclusivity statement (Article 11)	Offerors shall submit Exclusivity and Availability Statements for all the proposed key experts in the form set out in Form L: Exclusivity and Availability Statement Form.
Proposal validity period (Article 13)	Proposals shall remain valid for acceptance by UNOPS for 120 days from the Deadline for Proposal Submission.
Partial Proposals (Article 14)	Partial Proposals shall not be allowed. Offerors must quote prices for the total goods and/or services for the total requirement requested under Section IV: Schedule of Requirements. Evaluation will be done for the total requirement.
Alternative Proposals (Article 15)	Alternative Proposals are accepted.
Proposal Currenc(ies) (Article 17)	Prices shall be quoted in USD(United Stated Dollar)
Duties and Taxes (Article 18)	All Proposals shall be submitted net of any direct taxes [customs duties and indirect taxes, such as sales taxes, VAT, taxes on commodities such as fuel].
Proposal Security (Article 19)	Proposal security is not required.
Language of Proposals (Article 21)	All Proposals, information, documents and correspondence exchanged between UNOPS and the Offerors in relation to this Proposal process shall be in English.
Deadline for Proposal Submission (Article 22)	All Proposals must be submitted by 12:00 p.m. Addis Ababa, Ethiopia Time (GMT+3) Time on February 5 th 2016.



Proposal
Submission
(Article 23)

Proposals must be submitted as follows:

- By mail or personal delivery in **one sealed outer envelope and two inner envelopes**, as detailed below, by the Deadline for Proposal Submission.

The **outer** envelope shall be labelled as follows:

*****CONFIDENTIAL PROPOSAL - DO NOT OPEN UNLESS AUTHORIZED*****

United Nations Office for Project Services
Ethiopia Operational Hub
Addis Ababa
Ethiopia

Att.: Chair Person, Proposal Opening Committee.
Case No.: RFP Ref No: RFP/UNOPS-ETOH/Service/2015/007
Deadline for Proposal Submission: 12:00 p.m. on February 5th 2016 at **Addis Ababa, Ethiopia Time (GMT+3)**
From: **[Insert Offeror's name & details]**

Personal delivery shall be made between the hours of 8:30 a.m. and 4:30 p.m. on UNOPS regular working days by the Deadline for Proposal Submission.

The **inner** envelopes shall be marked as follows:

Both inner envelopes shall indicate the Offeror's name and address and the RFP Case No.

The first inner envelope shall be marked "**Technical Proposal**" and shall contain one soft copy and two hard copies of all the duly filled and signed Returnable Bidding Forms and other documentation (**except the Returnable Bidding Form F- Financial Proposal Form [and add other price related documents, if applicable]**). The technical proposal shall be prepared in duplicate with one hard copy marked "Original" and the other marked "Copy". In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as "Original" shall govern.

The second inner envelope shall be marked "**Financial Proposal**" and include the duly completed and signed **Returnable Bidding Form F- Financial Proposal Form [and add other price related documents, if applicable]**. The financial proposal shall be prepared in one soft copy and two hard copies, with one hard copy marked "Original" and the other marked "Copy". In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as "Original" shall govern.

Distinct, separately sealed, both technical and financial proposals are requested from the offerors in order to evaluate them separately. Both distinctly sealed envelopes of technical and financial proposals shall be kept in another envelope (outer envelope), which shall be sealed as well. **Non-compliance to this instruction shall result in rejection of the proposal received.]**



	<ul style="list-style-type: none"> By e-mail to secure proposal e-mail address: eth_procurement@unops.org, as detailed below by the Deadline for Proposal Submission. <p>The "Technical Proposal" shall be sent in a separate e-mail and shall not exceed [10 Megabytes per email]. The e-mail subject line shall read "(Description of requirement) RFP No.RFP/UNOPS-ETOH/Service/2015/007-Technical Proposal".</p> <p>The "Financial Proposal" shall be sent in a separate e-mail and shall not exceed [10 Megabytes]. The e-mail subject line shall read "(Description of requirement) RFP No.RFP/UNOPS-ETOH/Service/2015/007-Financial Proposal".</p> <p>Distinct, separately e-mails, both technical and financial proposals are requested from the Offerors in order to evaluate them separately. Non-compliance to this instruction shall result in rejection of the proposal received.</p> <p>In order to facilitate UNOPS evaluation process, documents attached should be named according to the section/form number of this RFP and –where possible- PDF documents should be provided in a format which allows text searches within the document.</p> <p>PLEASE DO NOT SEND THE E-MAILS WITH YOUR PROPOSAL TO ANY OTHER E-MAIL ADDRESS DIFFERENT FROM THE SECURE PROPOSAL E-MAIL ADDRESS].</p>
Opening of Proposals (Article 25)	Public bid opening of Technical Proposals will not be held. Bids will be opened at UNOPS Ethiopia office on the date and time specified in the RFP by the assigned tender opening committee.
Type of contract to be awarded (Article 34)	UNOPS will sign the following contract with the awarded Offeror(s): Service Contract
Signing of contract (Article 34)	UNOPS plans to award the contract by February 29 th 2016.
Performance Security (Article 35)	Performance security shall be required from the awarded Offeror in the amount of 10% of the total Contract amount, in the form set out in Section VIII: Contract Forms.
Payment terms (Article 36)	Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of copies of Shipping documents, and the remaining twenty (20) percent of the Contract Price shall be paid to the Vendor within thirty (30) days after the successful installation of the goods.
Advanced Payment (Article 36)	Advanced payment is not allowed.



Liquidated damages (Article 37)	UNOPS will deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.1% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.
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Section II: Instruction to Offerors

1. SCOPE OF PROPOSAL

Offerors are invited to submit a Proposal for the services/goods specified in Section IV: Schedule of Requirements, in accordance with this RFP. A summary of the scope of the Proposal is included in **Section I: RFP Particulars**.

All correspondence and notification in relation to this RFP shall be sent to the contact person and address set out in **Section I: RFP Particulars**. Please note that the address for Proposal Submission may be different.

2. INTERPRETATION OF THE RFP

This RFP is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the 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.

3. AMENDMENTS TO THE RFP

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

In the event 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 **Section I: RFP Particulars** responses will be posted online.

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

4. OFFEROR ELIGIBILITY

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

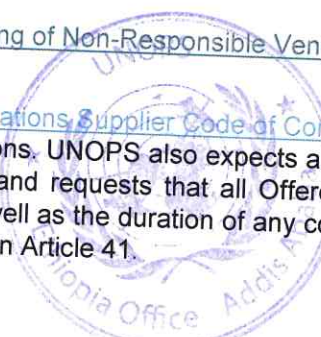
An Offeror, and all parties constituting the Offeror, may have the nationality of any country with the exception of the nationalities, if any, listed in **Section I: Proposal Particulars**. An Offeror shall be deemed to have the nationality of a country if the Offeror is a citizen or is constituted, 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. Offerors must not be associated, or have 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 under this Request for Proposals.

An Offeror shall not be eligible to submit a Proposal if and when at the time of proposal submission, the Offeror:

- 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;
- is included in UN/PD's suspended and removed vendors list;
- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and [World Bank Listing of Ineligible Firms and Individuals](#);

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](#) and requests that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process as further defined in Article 41.



If an Offeror does not have all the expertise required for the provision of the services/goods to be provided under the Contract, such Offeror may submit a Proposal in association with other entities, particularly with an entity in the country where the goods and/or services are to be provided. In the case of a joint venture, consortium or association:

- (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 Form D: Joint Venture Partner Information Form must be included with the Proposal. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and
- (iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

5. ERRORS OR OMISSIONS

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 those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

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

6. OFFERORS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

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

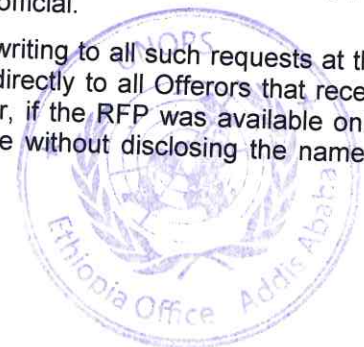
- i. examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
- ii. review the RFP to ensure that they have a complete copy of all documents;
- iii. obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- iv. verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;
- v. attend any Clarification Meeting or Site Inspection 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 supply of the goods/services; and
- vii. Form their own assessment of the nature and extent of the services/goods required as included in Section IV: Schedule of Requirements and properly account for all requirements in their Proposal.

Offerors acknowledge that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the Offerors.

7. CLARIFICATION OF THE RFP

Offerors may request clarification of the RFP or Proposal process by submitting a written request to the contact stated in **Section I: RFP Particulars** up to the time stated in **Section I: RFP Particulars** and thereafter requests for clarification will not be accepted. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated directly to all Offerors that 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 **Section I: RFP Particulars** responses will be posted online without disclosing the names of the Offerors who submitted the requests for clarification.



8. CLARIFICATION OR PRE-PROPOSAL MEETING

Unless otherwise instructed in writing by UNOPS, a clarification or Pre-Proposal meeting will only be held if stated **Section I: RFP Particulars**, at the time and place and in accordance with any instructions set out in the **Section I: RFP Particulars**.

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

The names of representatives of Offerors who will attend the clarification meeting shall be submitted in writing by Offerors to the UNOPS contact person listed in **Section I: RFP Particulars**, including the full name and position of each representative at least 1 working day before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from Offerors regarding the RFP or Proposal 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, 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 shall prepare minutes of the clarification meeting and communicate them in writing directly to all Offerors which received the Proposal documents directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, The minutes will be posted online without disclosing the names of the Offerors who attended the clarification meeting, shortly after the clarification meeting.

9. SITE INSPECTION

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

If it is stated in **Section I: RFP Particulars** that a site inspection shall be mandatory, an Offeror which does not attend the site inspection shall become ineligible to submit a proposal under this RFP.

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

Prior to attending a site 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 site inspection; and
- (iv) Transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

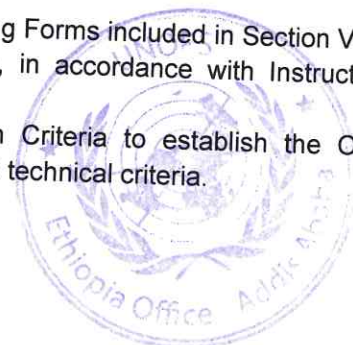
UNOPS will not issue any formal answers to questions from Offerors regarding the RFP or Proposal process during a site visit. All questions shall be submitted in accordance with Article 7.

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

10. DOCUMENTS COMPRISING THE PROPOSAL

The Proposal shall comprise the following:

- (a) Proposal Submission Form and the applicable Returnable Bidding Forms included in Section V;
- (b) Proposal Security if specified in **Section I: RFP Particulars**, in accordance with Instructions to Offerors Article 19, if required;
- (c) Documentary evidence as specified in Section III Evaluation Criteria to establish the Offeror's compliance with the applicable eligibility, formal, qualification and technical criteria.



11. EXCLUSIVITY AND AVAILABILITY STATEMENT

If so required in **Section I: RFP Particulars** each key expert profile requested in Section IV: Schedule of Requirements must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

- (a) The key experts proposed in the proposal must not be part of any other proposal being submitted for this RFP process. They must therefore engage themselves exclusively to the Offeror.
- (b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Schedule of Requirements and the offeror's proposal.

Having selected an offeror partly on the basis of an evaluation of the key experts presented in the offer, UNOPS expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the solicitation documents, UNOPS will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Offeror, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the proposal. The desire of an Offeror to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

12. REMUNERATION FOR AND COSTS OF PROPOSALS

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 solicitation 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 solicitation process, including as part of any clarification meeting or site 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 solicitation 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 other rights under the RFP.

13. PROPOSAL VALIDITY PERIOD

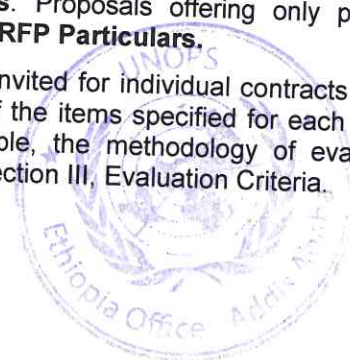
Proposals shall remain valid for acceptance by UNOPS for the entire period set out in **Section I: RFP Particulars**. A Proposal valid for a shorter period of time shall not be further considered.

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. The Proposal of Offerors who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

14. PARTIAL PROPOSALS

Offerors must offer services/goods for the total requirement requested under Section III: Schedule of Requirements unless if so stated in **Section I: RFP Particulars**. Proposals offering only part of the requirements may be rejected unless permitted otherwise in **Section I: RFP Particulars**.

If indicated in **Section I: RFP Particulars** that Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, Offerors must offer 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in Section III, Evaluation Criteria.



15. ALTERNATIVE PROPOSALS

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

If **Section I: RFP 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).

16. PROPOSAL PRICES AND DISCOUNTS

The prices and discounts quoted by the Offeror in the Financial Proposal Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Financial Proposal Form.

The Offeror shall quote any unconditional discounts and indicate the method for their application in the Financial Proposal Form.

If applicable, the terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2010 edition of Incoterms, published by The International Chamber of Commerce. The Incoterms rules and place of destination is specified in Section IV: Schedule of Requirements.

Prices quoted by the Offeror shall be fixed during the Offeror's performance of the Contract and not subject to variation on any account, unless otherwise specified in **Section I: RFP Particulars**. A Proposal submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Offerors Article 27. However, if in accordance with **Section I**, prices quoted by the Offeror shall be subject to adjustment during the performance of the Contract, a Proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in **Section I: RFP Particulars** Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Offerors wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

17. PROPOSAL CURRENCY(IES)

Prices in the Proposal shall be quoted in the currency(ies) stated in **Section I: RFP 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 any Proposals submitted in a currency other than the mandatory Proposal currency(ies). UNOPS may accept Proposals submitted in another currency than stated above if the Offeror confirms during clarification of Proposals in writing 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 RFP deadline as stated in the Section I: Proposal Particulars shall apply. Regardless of the currency of Proposals received, the contract will always be issued and subsequent payments will be made in the mandatory Proposal currency above.

18. DUTIES AND TAXES

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNOPS as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All Proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: RFP Particulars**.

19. PROPOSAL SECURITY (NOT APPLICABLE)

The Offeror shall furnish as part of its Proposal, a Proposal Security, if required in **Section I: RFP Particulars**. The Proposal Security shall be in the amount specified in **Section I: RFP Particulars** and shall:

- ~~(a) Be in the same currency as stipulated in Instructions to Offerors, Article 17.~~
- ~~(b) Be in the form of a Proposal bond, a bank guarantee or irrevocable Letter of Credit issued by an accredited bank, acceptable to UNOPS, in the form provided in the solicitation documents, or another form acceptable to UNOPS and valid for thirty (30) days beyond the period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period. Any unsecured Proposal 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 period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period.~~

~~The successful Offeror(s)' Proposal securities will be discharged/returned upon the Offeror executing the contract, pursuant to Article 34, Signing of Contract.~~

~~The Proposal security may be forfeited:~~

- ~~a. If a Offeror withdraws its Proposal during the period of Proposal validity specified by the Offeror on the Proposal submission form; or~~
- ~~b. In the case of the successful Offeror, if the Offeror fails to sign the contract in accordance with Article 34, Signing of Contract.~~

20. FORMAT AND SIGNING OF PROPOSALS

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 necessary to correct errors made by a Offeror, hand written corrections to the Proposal may be made before the submission and/or the Deadline for Proposal Submission. In this case, such corrections shall be initialled by the person or persons who signed the Proposal.

21. LANGUAGE OF PROPOSALS

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 **Section I: RFP Particulars**.

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

22. DEADLINE FOR PROPOSAL SUBMISSION

All Proposals shall be received by UNOPS by no later than the time and date set out in **Section I: Proposal Particulars**. It shall be the sole responsibility of the Offerors to ensure that their Proposal is received by the Closing Date. Proposals submitted after the Deadline for Proposal Submission shall be rejected.

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

23. PROPOSAL SUBMISSION

All Proposals shall be submitted to UNOPS in accordance with the requirements set out in this RFP, including in **Section I: Proposal Particulars**.

Proposals that are not submitted in accordance with the provisions set out in this RFP shall be rejected.

24. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS

Prior to the Deadline for Proposal Submission, an Offeror may withdraw, substitute, or modify its submitted Proposal by sending a written notice to UNOPS. However, after the Deadline for Proposal Submission, the Proposals shall remain valid and open for acceptance by UNOPS for the entire Proposal Validity Period, as may be extended.

Proposals for which withdrawal has been requested prior to the deadline for submission of the Proposals shall be made available for collection by the Offeror that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such Proposal unopened without further notice to the Offeror. UNOPS shall not be responsible to return the Proposal to the Offeror at UNOPS' cost.

25. OPENING OF PROPOSALS

Technical Proposals will be opened by a UNOPS bid opening panel consisting of at least two personnel. Offerors shall not attend the technical proposal opening, unless specified in **Section I: RFP Particulars**.

Financial proposals will be opened only for proposals that achieve the minimum technical threshold according to Article 30, Evaluation of Proposals.

26. CLARIFICATION OF PROPOSALS

UNOPS may request clarification or further information in writing from the Offerors at any time during the evaluation process. The Offerors' responses shall not contain any changes regarding the substance or price of the Proposal, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the Proposals, in accordance with Instructions to Offerors Article 28.

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

27. COMPLIANCE OF PROPOSALS

UNOPS's determination of a Proposal's compliance is to be based on the contents of the Proposal itself.

A substantially compliant Proposal is one that meets or exceeds the requirements under the Schedule of Requirements and obtains the minimum required number of technical points defined in the Evaluation Criteria, without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Services/Goods specified in the Schedule of Requirements; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Offeror's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Offerors presenting substantially compliant Proposals.

If a Proposal is not substantially compliant to the Bidding 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.

28. MINOR INFORMALITIES, ERRORS, OR OMISSIONS

Provided that a Proposal is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Proposal that do not constitute a material deviation. These are a matter of form and not 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 the 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 arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the 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.

29. PRELIMINARY EXAMINATION

Upon opening of the Proposals, UNOPS shall proceed to a preliminary examination of the Proposals to confirm that all documents and technical documentation requested in Instructions to Offerors Article 10, Documents comprising the Proposal, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any Proposal during the preliminary examination which does not comply with the formal and eligibility requirements set out in Section III: Evaluation criteria, without further consultation with the Offeror.

Proposals which 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.

30. EVALUATION OF PROPOSALS

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

All Proposals found substantially compliant with the formal and eligibility criteria under Article 29, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in Section III: Evaluation Criteria). Only Offerors meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
2. A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared. The total number of points which an Offeror may obtain for its Technical and Financial Proposals is stated in Section III: Evaluation Criteria shall be a weighting of 70%-30% (Technical Proposal-Financial Proposal).
 - a. Evaluation of Technical Proposal is evaluated on the basis of its compliance to Section IV: Schedule of Requirements, in accordance with the technical criteria points specified in Section III: Evaluation Criteria. Each Proposal will be given a technical score. A Proposal shall be deemed not substantially compliant at this stage if it does not achieve the minimum technical threshold indicated in Section III: Evaluation Criteria and if so, it will not be evaluated further.
 - b. Financial Proposals will only be opened for the Offerors that achieve the minimum technical threshold. Proposals scoring above threshold shall be checked for any arithmetic errors in computation and summation following Article 28. The maximum number of points for the Financial Proposals is as stated in Section III: Evaluation Criteria. This maximum number of points will be allocated to the lowest price Financial Proposal. Financial Proposals from other offerors will receive points in reverse proportion according to the following formula:

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

Example: Maximum number of Financial Proposal points is 30 points. Offeror A's price is the lowest at \$10.00. Offeror A receives 30 points.

Offeror B's price is \$20.00. Offeror B receives $(\$10.00/\$20.00) \times 30 = 15$ points

After completion of the evaluation but prior to award, UNOPS reserves the right to conduct background checks on the Offeror recommended for award, to confirm the Offeror meets the eligibility, qualifications and technical requirements set forth in this RFP and to reject Offerors not deemed to have met such requirements. Offerors shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Offeror's premises.

31. AWARD CRITERIA

In the event of a Contract award, UNOPS shall award the Contract to an Offeror who has been determined as 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 Article 30. UNOPS reserves the right to conduct negotiations with the Offeror recommended for award on the content of their Proposal.

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

At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Section IV, Schedule of Requirements, provided this does not exceed the percentages specified in Section IV: Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Proposal and the RFP.

33. NOTIFICATION OF AWARD

Prior to the expiration of the period of Proposal validity, UNOPS will notify the successful Offeror in writing by email or post, that its Proposal has been accepted. The notifications of award will constitute the formation of the contract. 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.

34. SIGNING OF CONTRACT

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 Bidding Documents, incorporating all agreements between the parties.

35. PERFORMANCE SECURITY

Within the number of days as specified in **Section I: RFP Particulars** of receipt of the Contract from UNOPS, the successful Offeror, if required, shall furnish the Performance Security using for that purpose the Performance Security Form included in Section VI Contract Forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Proposal Securities of the unsuccessful Offerors pursuant to Instructions to Offerors Article 19.

Failure of the successful Offeror to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security. In that event UNOPS may award the Contract to the next lowest evaluated Offeror, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

36. PAYMENT TERMS

UNOPS will ordinarily effect payment within 30 days after receipt of the goods/services and on submission of payment documentation unless otherwise stated in **Section I: Bid Particulars**. Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial evaluation.

Unless otherwise stated in **Section I: RFP Particulars**, UNOPS will not accept requests from Offerors to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in **Section I: RFP Particulars**, a request from the Offeror for advance payment shall be justified in writing by the Offeror in its Proposal. This justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount. If such request is duly accepted by UNOPS, UNOPS may require the Offeror to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section VI Contract Forms, or another Form acceptable to UNOPS.

37. CONTRACT MANAGEMENT

UNOPS will continuously manage the contractor's performance during the entire contract period and will conduct performance evaluation based on Key Performance Indicators (KPIs) or Service Level Agreements (SLA) if so specified in Section IV: Schedule of Requirements.

Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract, if the Contractor fails to deliver any or all of the goods by the date(s) of delivery or perform the

services tied to the delivery of goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated in **Section I: Bid Particulars**, deduct from the Contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

38. PUBLICATION OF CONTRACT AWARD

UNOPS shall publish in its website (<https://data.unops.org>) information regarding the purchase order(s) awarded as a result of this RFP. After publication of the award, unsuccessful Offerors may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their Proposals were not selected. UNOPS shall promptly respond in writing to any unsuccessful Offeror who, after Publication of contract award, requests a debriefing.

39. OTHER UNOPS RIGHTS

Subject to Article 29, 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 or accept or reject any Proposal which is non-conforming;
- (v) Request, attend or conduct any site inspections or clarification meetings;
- (vi) request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;
- (vii) Abandon, cancel or otherwise not proceed with the Proposal process at any time prior to the award of a contract, without any liability toward the Offerors and without providing any reason or notice to Offerors.

40. CONFIDENTIALITY

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 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 a 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.

41. ETHICS AND CORRUPT PRACTICES

UNOPS requires that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process. Therefore, all 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 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 RFP process or the contract that may be awarded as a result of this RFP process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS Vendor Sanctions Procedures](#), and include:
- A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - A fraudulent practice is 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;
 - A coercive practice is 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;
 - A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - An 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;
 - Obstruction: Acts or omissions by a Vendor that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

In the event that a 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.

42. AUDIT

UNOPS may conduct investigations relating to any aspect of the Contract award at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNOPS access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNOPS hereunder.

43. BID PROTEST

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



Section III: Evaluation Criteria

UNOPS's evaluation of a Proposal shall take into account, the following evaluation criteria.

Eligibility and Formal Criteria – evaluated on Pass/Fail basis and checked during Preliminary Examination

Criteria	Documents to establish compliance with the criteria
1. Offeror is eligible as defined in Instructions to Offerors, Article 4	<ul style="list-style-type: none"> Form C: Offeror Information Form Form D: Joint Venture Partner Information Form, all documents as required in the Form, in the event that the Proposal is submitted by a Joint Venture. Form E: Proposal Submission Form
2. Completeness of the Proposal. All documents and technical documentation requested in Instructions to Offerors Article 10 have been provided and are complete	<ul style="list-style-type: none"> All documentation as requested under Instructions to Offerors Article 10, Documents Comprising the Proposals
3. Offeror accepts UNOPS General Conditions of Contract as specified in Section VI	<ul style="list-style-type: none"> Form E: Proposal Submission Form

Qualification criteria– evaluated on Pass/Fail basis

Criteria	Documents to establish compliance with the criteria
1. Financial capability. Liquidity: the ratio Average Current assets / Current liabilities over the last 2 years must be equal or greater than 1. Offerors must include in their Proposal audited balance sheets covering the last 2 exercises.	<ul style="list-style-type: none"> Copy of audited financial statements for the last two years
2. Financial capability. Offerors should have annual sales turnover of minimum 2 times the value as quoted, in any one of the last five years.	<ul style="list-style-type: none"> Copy of audited financial statements for the last two years
3. Offeror should be in continuous business of supplying similar services as specified in the 'Schedule of requirements' during the last 3 (three) years prior to Proposal opening.	<ul style="list-style-type: none"> Certification of incorporation of the Offeror Form J: Performance Statement Form
4. There should not be any adverse report regarding the supplies for at least five years preceding the date of Proposal opening.	<ul style="list-style-type: none"> Form K: No Adverse Action Confirmation Form
5. Availability of Technically Capable Local Representation for After Sales Service	<ul style="list-style-type: none"> Contract copy signed by Both Parties supporting Local Partnership if the agreement is with another organization



Technical criteria– evaluated based on a cumulative analysis methodology

Criteria	Documents to establish compliance with the criteria
<p>Evaluation will be conducted based on the cumulative analysis of Technical and Financial Proposals with a weighting of 70%-30% (Technical Proposal-Financial Proposal)</p> <p>The total number of points which an Offeror may obtain for its proposal is as follows:</p> <ul style="list-style-type: none"> • Technical Proposal = 70 • Financial Proposal = 30 <p>The maximum number of technical points is detailed in the below <u>Technical Proposal Evaluation sections</u>.</p> <p>To be substantially compliant, Offerors must obtain a minimum threshold of 55% out of the maximum 70% technical points.</p>	<ul style="list-style-type: none"> • Form G: Technical Proposal Form • Form I: Format for Resume of Proposed Key Personnel • Technical Presentation

Technical Proposal Evaluation sections: [adjust the sections, criteria and points as they below are just an example].

Section number/description	Points Obtainable
1. Offerors qualification, capacity and expertise	
2. Proposed Methodology, Approach and Implementation Plan	10
3. Key Personnel proposed	10
4. Fulfilling the technical requirement set out under Section IV Schedule of Requirement	15
5. Offer additional features not included under Section IV Schedule of Requirement	25
6. Oral presentations	5
Total Technical Proposal points	5
	70

Section 1: Offeror's qualification, capacity and expertise		Points
1.1	Brief description of the organization, including the year and country of incorporation, and types of activities undertaken	2
1.2	General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted	2
1.3	Relevance of specialised knowledge and experience on similar engagements done in the region/country	2
1.4	Quality assurance procedures and risk mitigation measures	2
1.5	Organizations commitment to sustainability	2
Total points for section		10

Section 2: Proposed Methodology, Approach and Implementation Plan		Points
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	2

2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	2
2.3	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	2
2.4	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	2
2.5	Demonstrate how you plan to integrate sustainability measures in the execution of the contract to provide goods or services	2
Total points for section		10

Section 3: Key personnel proposed		Points
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services	6
3.2	Qualifications of key personnel proposed	3
	<ul style="list-style-type: none"> Team leader with a minimum of 5 years' experience in project management of a similar nature 	3
	<ul style="list-style-type: none"> Senior Expert a minimum of five (5) years' experience in multi-disciplinary implementation of GIS applications. This experience must include custom applications development, web programming, training, and software setup and configuration. Junior Expert (After Sales Service Engineer): A minimum of three years supporting GIS Applications including after sales maintenance and servicing. 	3
Total points for section		15

Section 4: Fulfilling the technical requirement set out under Section IV Schedule of Requirement		Points
4.1	General Requirement	
4.2	System Requirement	5
	<ul style="list-style-type: none"> Alert 	5
	<ul style="list-style-type: none"> Control Report 	5
4.3	Special Requirement	5
Total points for section		25

Section 5: Offer additional features not included under Section IV Schedule of Requirement		Points
5.1	Offeror's who propose the maximum acceptable Additional Features which are not stated Under Section IV Schedule of Requirement will be given the maximum point of 5 and the rest will be prorated accordingly.	5
Total points for section		5



Section 6: Oral Presentations	Points
<p>Oral presentation. All offerors who reach or pass the threshold of 55% of their written technical proposals (i.e. 55% of 65 points = 36 points) will be invited for oral presentation either in person or remotely, Which will be decided in a later date and will be communicate to Offerors. Information from the oral presentation will also be used as part of the technical evaluation process. UNOPS reserves the right to incorporate elements from oral presentations in the final contract. The oral presentation will not encompass price proposals.</p> <p>Oral Presentation Ground Rules:</p> <p>The selected offerors as specified above must make an oral presentation to UNOPS evaluation panel and participate in a question and answer session. The purpose of the oral presentation and question and answer session is to validate the information provided by the offeror in their proposal and to test the offeror's understanding of the work that will be performed per the terms of reference/statement of work under the prospective contract, which will be a factor in the overall technical evaluation of the proposals. UNOPS may moreover request a demonstration of the products offered (e.g. software solutions, data management systems, travel booking platforms etc.). Each Offeror will be allowed 45 minutes for Presentation and 15 Minutes for Q&A to make their oral presentation.</p> <p>Presentation will begin approximately 2 weeks after receipt of proposals. UNOPS will determine the method and date and time for each offeror's oral presentation. The UNOPS procurement official will notify offerors of the scheduled date and time, as well as the agenda for their presentation within 2 weeks of the receipt of proposals. At its sole discretion, UNOPS reserves the right to reschedule any offeror's presentation. Offerors must confirm their availability for that date should they be invited.</p> <p>The presentation must be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance. The proposed Senior Executive must be present and must, at a minimum, answer questions directed to him/her during the question and answer session. Offerors may not use consultants to make the oral presentation. The offeror should be prepared to answer detailed technical questions from UNOPS.</p> <p>During the presentation, interaction between the evaluation team and the offeror will be limited. The UNOPS procurement official will chair the meeting and ensure compliance with the ground rules. UNOPS will not inform offerors of their strengths, deficiencies or weaknesses during the presentation and UNOPS will not engage in bargaining during the presentations. The presentation does not constitute discussions or negotiations with offerors.</p> <p>UNOPS reserves the right to make video or audio recordings of oral presentations for its own internal use. These will not be released or made public except where required by law.</p>	5
Total points for section	5



Section IV: Schedule of Requirements

Introduction

PFSA is government organization working towards availing affordable and quality assured pharmaceuticals sustainably to all public health facilities. PFSA procure and distribute Pharmaceutical, chemical, Instrument and medical supplies to more than 3000 Health facilities through its Branch offices. The Agency uses 153 Heavy and middle duty vehicles and Refrigerated vehicles at center and Branch offices for distribution. PFSA need to procure GPS system to remotely track and monitor vehicles in real time and establish a timely, reliable and efficient distribution.

Problem Statement

Currently there is **NO** existing system being used by the PFSA to manage its fleets. Due to this the following problems faced by the PFSA's transportation management:

- ❑ No means of knowing the whereabouts of the company's vehicles.
- ❑ Vehicle mileage estimation based on assumptions.
- ❑ Manual, inefficient and tiresome way of storing, sorting and searching data.
- ❑ Vehicle dispatching based on guesses and expectations.
- ❑ Long and tedious process for inquiring a vehicle for service.
- ❑ There is No analysis of drivers\vehicle performance.
- ❑ Difficulty in knowing the time for regular maintenance check-ups of vehicles.

Objective

The objective of implementation GPS system is to increase PFSA's fleet management system efficiency by providing an up to date technologically equipped fleet system that integrates GPS, GSM and GIS technologies to remotely and actively monitor its vehicles in real time and perform an accurate and logical decisions.

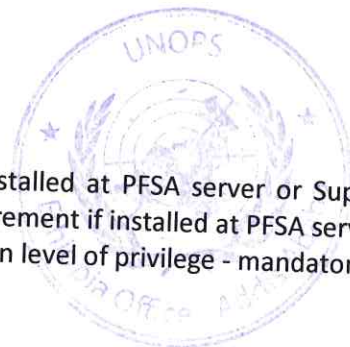
Specific objective

- Implementing a real time vehicle location identification and follow-up system on an electronic map.
- Increasing data management efficiency by automating the data collection and reports on both driver and vehicle performance process.
- Providing a full vehicle previous route and performance history at any given time or regularly.
- Monitoring vehicles fuel consumption, pump usage, vehicle fuel expense etc.
- Making possible of drivers' performance supervision by Identifying drivers and matching them with their designated vehicle at a particular time on the digital map.
- Provide vehicles maintenance in accordance with the maintenance schedule and trip task management issues
- Monitor Refrigerator Truck

Requirement

General Requirement

- ❑ The system should be a web based system - be installed at PFSA server or Supplier Server - Specify each separately with cost and technical requirement if installed at PFSA server
- ❑ The system should have configuration option based on level of privilege - mandatory



- Ability to grant access to Branches to follow up vehicles of the Branches
- Head office to view all vehicles movement at Head office and Branches
- If necessary Branches to follow up other branches vehicles based on the privilege given
- ☐ Mobile Apps - It is Desirable if the system have mobile apps to follow vehicles form cell phones
- ☐ Scheduling reports -
Optional - the system to have a way to schedule automatically generated reports with access privilege
- ☐ System should store information when the vehicle is in area where there is no network coverage, and push the information to the server when network re – establish
- ☐ Options to interface with ERP software that the Agency will implement in the future

System Requirements

Alerts

- ☐ System should have a way to inform important events / events will be configured by users/ using email or SMS
- ☐ Accident Management: The system should have an accident recording module to record which vehicle has been involved in any accident with details including: date/time of accident, names of the drivers, place of the accident, and purpose of the trip when the accident occurred;
- ☐ Panic button - System must have a way to let the main office know when the driver is in trouble and keep the vehicle secured when it is not in operation
- ☐ When vehicle is moving over speed limit device must have a way to inform the office and give alarm for the driver
- ☐ Service: System allows for monitoring and tracking service mileage, dates of service, upcoming service, pending/due service and related costs. Have alerts for upcoming maintenance-due events

Control

- ☐ Driver performance management - Implement a good driver-performance management program based on solid data and could start to see result “almost immediately”
- ☐ System should follow where the vehicle is and inform to office
- ☐ The System should enable to get accurate speed and kilometre travelled
- ☐ The system must have a way to trace vehicle route given date and time
- ☐ The system should show overall information of the vehicle.
- ☐ System should report refuel, fuel theft along with fuel efficiency
- ☐ The system should help users for assigning vehicle to operation
- ☐ Automatic driver identification

Reports

- ☐ Report generator - The system must have different reporting such as Fuel usage per day/week/month ...etc.
- ☐ Maintenance Management: To manage the basic maintenance details of vehicles including information about the reason of maintenance, and the assumed and exact duration of vehicles maintenance.
- ☐ Record service and maintenance events
- ☐ Analysis of vehicle and driver performance - System should have a way to report vehicle and driver over all activity

- Reporting maintenance and service

Special Requirement

Refrigerator Truck monitoring system to refrigerated trucks:

- Minute-by-minute temperature monitoring, as per the standard of the vehicle Refrigerator Manual;
- Minute-by-minute temperature graph and report;
- Temperature history;
- Refrigerator door open/close status monitoring;
- Refrigerator operation time monitoring;
- Monitor several refrigerators section (multi temperature sensor support);
- Refrigerator service fuel tank monitoring;
- Report to the Fleet manager when the vehicle loading non refrigerated commodities

INSTALLATION

- The contractor shall provide Installation cost considering the fact that Installation will be done at each branch. For ease of reference distance from Addis Ababa (Capital City) in KM is given in the Table in The Next Page.

TRAINING

- The contractor shall provide a minimum of two (2) printed and bound, English language, training manuals and user guides for the system. And two (2) copies of the electronic versions of both the training manuals and the user guides must also be provided for the system.
- The contractor shall develop a training plan that insures all users of the system receive sufficient training to successfully operate the System.
- The contractor shall give financial proposal for training for users at a central location (Addis Ababa) for trainees between 15-20 Users **OR** an alternative if the training is given at each branch.

WARRANTY

- The Warranty shall be submitted in writing, on Company letterhead, and accompanying the price proposal.
- Failure to do so may be cause for rejection of proposal.
- The vendor warrants the products and services furnished by them to be of the highest quality, complying with specifications, and free from all defects whatsoever in workmanship. At the one-year anniversary of system acceptance, a 2-5 year maintenance contract, containing terms and costs renewable each year, will take effect and provide full coverage of the products and services provided by the vendor.
- Maintenance costs for years 2-5 must be specified and a price established for each year's maintenance. Maintenance cost escalation shall not exceed 10% each year. Vendor must provide detailed information about its policy regarding periodic software upgraded to the system. Response must include the policy on cost versus no cost software upgrades.

POST IMPLEMENTATION MAINTENANCE AND SUPPORT

- a. Vendors should specify their plan on how they will manage the post implementation support and maintenance.

- b. Vendor shall take all reasonable precautions to ensure this connection is safe and secure from disruptive action from the outside.
- c. To further avoid disruptions caused by the Tracking system hardware malfunctions, vendor shall specify a reasonable number of spare devices (parts), based upon their experiences with similar equipment in the past.
- d. Hardware and software maintenance shall be annually renewable by contract after the expiration of the applicable warranties.

Truck information that GPS system will be implemented are listed below

S/No	Branch Name	Location	Refrigerated Trucks	Other Trucks	Total	Distance From Addis Ababa in KM
1	Head Office	Addis Ababa	4	44	48	0
2	Addis Ababa Branch	Addis Ababa	2	14	16	0
3	Adama Branch	Adama	1	12	13	100
4	Hawassa Branch	Hawasa	2	11	13	275
5	Dire Dawa Branch	Dire Dawa	1	7	8	527
6	Negle Borena Branch	Negle Borena	1	6	7	588
7	Dessie Branch	Dessie	1	7	8	400
8	Mekele Branch	Mekele	1	10	11	770
9	Shire Branch	Shire	1	1	2	1020
10	Gonder Branch	Gonder	1	11	12	726
11	Bahirdar Branch	Bahirdar	1	12	13	555
12	Jimma Branch	Jimma	1	7	8	355
13	Nekemte Branch	Nekemte	2	9	11	325
14	Gambella Branch	Gambella	1	2	3	720
Sub total			20	153	173	
New that will arrive Addis Ababa within two month time					57	0
Grand total					230	

Section V: Returnable Bidding Forms

Note to Offerors: Instructions to complete each Form are highlighted in blue in each Form. Please complete the Returnable Bidding Forms as instructed and return them as part of their Proposal submission.

This Section comprises the following Returnable Bidding Forms:

- Form A: Proposal/No Proposal Confirmation Form
- Form B: Checklist Form
- Form C: Offeror Information Form
- Form D: Joint Venture Partner Information Form
- Form E: Proposal Submission Form
- Form F: Financial Proposal Form
- Form G: Technical Proposal Form
- Form H: Proposal Security Form **(NOT APPLICABLE)**
- Form I: Format for Resume of Proposed Key Personnel
- Form J: Performance Statement Form
- Form K: No Adverse Action Confirmation Form
- Form L: Statement of Exclusivity and Availability



Form A: Proposal/No Proposal Confirmation Form

If after assessing this opportunity you have made the determination not to submit your proposal, we would appreciate if you could return this form indicating your reasons for non-participation.

Date:

To: UNOPS

From: (Insert name and office of contact person)

Email (Insert UNOPS contact person's email (do not enter secure bid email address))

(Insert name of Offeror)

Subject RFP reference (insert ref)

Insert an X where applicable	Description
	YES , we intend to submit a proposal.
	NO . We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Insert an X where applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications/terms of reference
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for quotation purposes is insufficient
	Your RFP is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements
	We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons):
	We would like to receive future RFPs for this type of goods
	We don't want to receive RFPs for this type of goods

If UNOPS has questions to the Offeror concerning this NO BID, UNOPS should contact Mr./Ms. (), phone (), email (), who will be able to assist.

Form B: Proposal Checklist Form

Offerors are requested to complete this form and return it as part of their Proposal submission.

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

Before submitting your Proposal, please ensure compliance with the instructions included in Section I: RFP Particulars, Article 23, and Proposal Submission

TECHNICAL PROPOSAL ENVELOPE:

Activity	Yes/No/NA	Page # in your Proposal	If NO provide comment
Have you duly completed all the Returnable Bidding Forms?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form B: Checklist Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form C: Offeror Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form D: Joint Venture Partner Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form E: Proposal Submission Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form G: Technical Proposal Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form H: Proposal Security Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form I: Form I: Format for Resume of Proposed Key Personnel	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form J: Performance Statement Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form K: No Adverse Action Confirmation Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Copy of audited financial statements of the last two years	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

FINANCIAL PROPOSAL ENVELOPE (to be submitted in a separate envelope/email)

Activity	Yes/No/NA	Page # in your Proposal	If NO provide comment
• Form F: Financial Proposal Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		



Form C: Offeror Information Form

The Offeror shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

1. Background and Expertise of Organization:

Full legal name of Offeror	[complete]
What year was your firm/organization established?	[complete]
Address of registered office	[complete]
Name of Offeror Representative	[complete]
Has your firm/organization ever filed or petitioned for bankruptcy? (If YES, explain in detail the reasons why, filing date, and current status.)	[complete]

2. UNGM Registration and UNOPS Vendors

As part of the Proposal, it is desired that the Offeror goes to the United Nations Global Marketplace (UNGM) registration website: <https://www.ungm.org/Registration/RegisterSupplier.aspx> and fills out the registration. If the Offeror is already registered with UNGM, please provide your UNGM registration number in the table below and please ensure that your firm's information on UNGM is current.

The Offeror may still Proposal even if not registered with the UNGM. However, if the Offeror is selected for Contract award, the Offeror must register on the UNGM prior to Contract signature.

Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNGM vendor number]
Are you a UNOPS vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNOPS vendor ID]

3. Contact details of persons that UNOPS may contact for requests for clarification during Proposal evaluation:

Name/Surname	[complete]
Title	[complete]
Tel Number (direct)	[complete]
Email address (direct):	[complete]

PS: This person must be available during the next two weeks following receipt of Proposal



Form D: Joint Venture Partner Information Form

[The Offeror shall fill in this Form in accordance with the instructions indicated below].

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

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 RFP 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 services to be performed by each	[complete]

Signatures of all partners of the JV:

We hereby confirm that if the contract is awarded, 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: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____



Form E: Proposal Submission Form

Offerors are requested to complete this form, sign it and return it as part of their Proposal submission. The Offeror shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date: Insert submission date

Subject: Proposal for the supply of Insert a brief description of goods/services **in** Name of country/city, RFP Case No.insert RFP ref number, datedinsert date

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding documents, including amendments No.: (Insert the number and issuing date of each amendment);
- b. We offer to supply in conformity with the Bidding documents, including the UNOPS General Conditions of Contract and in accordance with the Schedule of Requirements
- c. Our Proposal shall be valid for the period of time of [insert number of days which shall not be less than the specified in Section I: Proposal Particulars, Period of Validity of Proposals] from the date fixed for the Proposal submission deadline as set out in the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our Proposal is accepted, and if so requested in Section I: Proposal Particulars, we commit to obtain a performance security, in accordance with Instructions to Offerors Article 35 and the General Conditions of the Contract;
- e. We have no conflict of interest in any activity that would put it, if selected for this assignment, in a conflict of interest with UNOPS;
- f. We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
- g. Our firm confirms that the offeror and sub-contractors have not been associated, or had been involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this solicitation;
- h. We embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact;
- i. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, nor is included in the suspended/ineligibility list of the UN/DP, other UN Agencies, the UN Security Council, and the World Bank, in accordance with Instructions to Offerors Article 4, Eligibility;
- j. We have not offered and will not offer fees, gifts and/or favours of kind in exchange for this RFP and will not engage in any such activity during the performance of any contract awarded.
- k. We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive;

I, the undersigned, certify that I am duly authorized by insert name of Offeror to sign this Proposal and bind insert name of Offeror should UNOPS accept this Proposal:

Name : _____
 Title : _____
 Date : _____
 Signature : _____

Stamp form of Proposal with official stamp of the Offeror

Form F: Financial Proposal Form

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of offeror]

The Proposer is required to prepare the Financial Proposal following the below format and be submitted in an envelope separate from the rest of the RFP as indicated in the Instruction to Offerors. The financial proposal must be submitted in USD (United States Dollar).

Table 1: Cost breakdown per deliverable/output

Item No	Deliverables	Percentage of Total Price (Weight for payment)	Price in USD (All Inclusive)
1	Delivery of Complete GSM GPRS Vehicle Tracking System (All Hard Ware and Software Inclusive)		
2	Yearly Subscription Fee (If Any)		
3	Installation Cost		
4	Training Cost		
5	Maintenance costs for years 2-5		
Total financial proposal USD		100%	

The discounts offered, if applicable, and the methodology for their application are:

- **Discounts:** If our proposal is accepted, the following discounts shall apply. (Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies, including if applicable discounts for accelerated payment.)
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: (Specify in detail the method that shall be used to apply the discounts);

List of subcontractors or suppliers

Offeror must identify the names of all subcontractors/suppliers who will be providing good/services under this contract and the type of work being subcontracted, if applicable.

(A) [Full legal name and address of subcontractors]

(B) _____

(C) _____

I, the undersigned, certify that I am duly authorized by [insert full name of Offeror] to sign this Proposal and bind [insert full name of Offeror] should UNOPS accept this Proposal:

Name : _____

Title : _____

Date : _____

Signature : _____



Form G: Technical Proposal Form

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of offeror]

The Offeror's proposal must be organized to follow the format of this Technical Proposal Form. Where the offeror is presented with a requirement or asked to use a specific approach, the offeror must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

Technical Proposal Evaluation sections:

Section 1: Offeror's qualification, capacity and expertise	
1.1	Brief description of the organization, including the year and country of incorporation, and types of activities undertaken [Insert response here]
1.2	General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details) [Insert response here]
1.3	Relevance of specialised knowledge and experience on similar engagements done in the region/country [Insert response here]
1.4	Quality assurance procedures and risk mitigation measures [Insert response here]
1.5	Organizations commitment to sustainability [Insert response here]

Section 2: Proposed Methodology, Approach and Implementation Plan	
2.1	<p>Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?</p> <p>[Insert response here]</p>
2.2	<p>Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference</p> <p>[Insert response here]</p>
2.3	<p>Details how the different service elements shall be organized, controlled and Delivered</p> <p>[Insert response here]</p>
2.4	<p>Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement</p> <p>[Insert response here]</p>
2.5	<p>Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic</p> <p>[Insert response here]</p>
2.6	<p>Demonstrate how you plan to integrate sustainability measures in the execution of the contract to provide goods or services</p> <p>[Insert response here]</p>

Section 3: Key personnel proposed

3.1	<p>Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services</p> <p><i>[Insert response here by filling up the below table]</i></p> <table border="1"> <thead> <tr> <th>Name and Nationality</th> <th>Position to be Assumed in this Contract</th> <th>Requirements as per Terms of reference</th> </tr> </thead> <tbody> <tr> <td><i>[Insert]</i></td> <td>Team Leader</td> <td><i>Copy the requirements in the TOR. If you are proposing additional personnel not included in the min. structure, please make this column as N/A</i></td> </tr> <tr> <td><i>[Insert]</i></td> <td>Senior Expert</td> <td></td> </tr> <tr> <td><i>[Insert]</i></td> <td>Junior Expert</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name and Nationality	Position to be Assumed in this Contract	Requirements as per Terms of reference	<i>[Insert]</i>	Team Leader	<i>Copy the requirements in the TOR. If you are proposing additional personnel not included in the min. structure, please make this column as N/A</i>	<i>[Insert]</i>	Senior Expert		<i>[Insert]</i>	Junior Expert				
Name and Nationality	Position to be Assumed in this Contract	Requirements as per Terms of reference														
<i>[Insert]</i>	Team Leader	<i>Copy the requirements in the TOR. If you are proposing additional personnel not included in the min. structure, please make this column as N/A</i>														
<i>[Insert]</i>	Senior Expert															
<i>[Insert]</i>	Junior Expert															
3.2	<p>Qualifications of key personnel proposed</p> <p><i>[For each of the names identified above, attach his/her CV using the format in Form I: Format for Resume of Proposed Key Personnel. If so required in Section I, also attach his/her Form: Statement of Exclusivity and Availability]</i></p>															

Section 4: Fulfilling the technical requirement set out under Section IV Schedule of Requirement

4.1	<p>General Requirement: Please describe how your system will address the general requirements set out under the schedule of requirement Section of The RFP. Bidders may attach additional documents and/or give website where the technical team can view the solution recommended to justify their declaration in this section.</p> <p><i>[Insert response here]</i></p>
4.2	<p>System Requirement: ALERT/CONTROL/REPORT: Please describe how your system will address the general requirements set out under the schedule of requirement Section of The RFP. Bidders may attach additional documents and/or give website where the technical team can view the solution recommended to justify their declaration in this section.</p> <p><i>[Insert response here]</i></p>
4.3	<p>Special Requirement: Please describe how your system will address the general requirements set out under the schedule of requirement Section of The RFP. Bidders may attach additional documents and/or give website where the technical team can view the solution recommended to justify their declaration in this section.</p> <p><i>[Insert response here]</i></p>

Section 5: Offer additional features not included under Section IV Schedule of Requirement	
5.1	<p>Please list out any additional feature your solution will offer in addition to the once set out under Section IV Schedule of requirement. Bidders are required to explain how their additional feature will add value to the client and provide additional documentation reference and/or website for the technical team to refer while reviewing the tender submission.</p> <p>[Insert response here]</p>

I, the undersigned, certify that I am duly authorized by [insert full name of Offeror] to sign this Proposal and bind [insert full name of Offeror] should UNOPS accept this Proposal:

Name : _____

Title : _____

Date : _____

Signature : _____



Form H: Proposal Security Form (BANK GUARANTEE) (NOT REQUIRED)

Note to Offerors: The Bank shall fill in this Bank Guarantee Form in accordance with the instructions.

(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary: _____ (Name and Address of UNOPS)

Date: _____

Proposal Guarantee Number.: _____

We have been informed that [name of the Offeror] (hereinafter called "the Offeror") has submitted to you its Proposal dated (hereinafter called "the Proposal") for the execution of [name of contract], under the Invitation To Proposal No. (RFP number) ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Proposal guarantee.

At the request of the Offeror, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing, accompanied by a written statement stating that the Offeror is in breach of its obligation(s) under the Proposal conditions, because the Offeror:

- (a) Has withdrawn its Proposal during the period of Proposal validity specified by the Offeror in the Form of Proposal; or
- (b) Having been notified of the acceptance of its Proposal by UNOPS during the period of Proposal validity,
 - (i) fails or refuses to execute the Contract Form; or
 - (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Offerors.

This guarantee will expire:

- (a) if the Offeror is the successful Offeror, upon our receipt of copies of the contract signed by the Offeror and the performance security issued to you upon the instruction of the Offeror; or
- (b) if the Offeror is not the successful Offeror, upon the earlier of:
 - (i) our receipt of a copy of your notification to the Offeror of the name of the successful Offeror; or
 - (ii) twenty-eight days after the expiration of the Offeror's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]



Form I: Format for Resume of Proposed Key Personnel

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of Offeror]

Position	[Insert]
Name of Personnel	[Insert]
Title:	[Insert]
Years with Firm	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Professional certifications	[Provide details of professional certifications relevant to the scope of services] <ul style="list-style-type: none"> • Name of institution: [Insert] • Date of certification: [Insert]
Employment Record/Experience	[Starting with present position, list in reverse order, every employment held. List all positions held by personnel since graduation, giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
References	Provide names, addresses, phone and email contact information for two (2) references: Reference 1: Reference 2:

I, the undersigned, certify to the best of my knowledge and belief, this bio-data is accurate.

Signature of Personnel (individual) or firm representative

Date (Day/Month/Year)

Form J: Performance Statement Form

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Name : _____

Title : _____

Date : _____

Signature : _____



Form K: No Adverse Action Confirmation Form

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

This is to certify that *[delete unwanted option]*:

- a. No adverse action has been taken against the Offeror (*insert Offeror's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Offeror against this Request for Proposals, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Offeror (*insert Offeror's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Offeror, in the last 5 (Five) years. Such adverse actions included:

(Indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, and debarment from Proposals etc.)

Name : _____

Title : _____

Date : _____

Signature : _____



Form L: Statement of Exclusivity and Availability

RFP reference no: RFP/UNOPS-ETOH/Service/2015/007

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

I, the undersigned, hereby declare that I agree to participate exclusively with the Offeror [insert Offeror name] in the above-mentioned RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

From	To
[start of period 1]	[end of period 1]
[start of period 2]	[end of period 2]
[etc]	

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other Offeror submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other UNOPS tender procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from UNOPS other tenders and contracts and that the notification of award of contract to the Offeror may be rendered null and void.

Name : _____

Title : _____

Date : _____

Signature : _____



Section VI: Contract Forms

VI-1: UNOPS General Conditions of Contract

In the event of a Contract, the following conditions of contract will apply:

- UNOPS General Conditions of Contract for goods

The conditions are available at: <http://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>



VI-2: UNOPS Special Conditions of Contract

The following Special Conditions for Goods (SCG) shall supplement and/or amend the General Conditions for Goods (GCC). Whenever there is a conflict, the provisions herein prevail over those in the GCC. The corresponding Clause number of the GCC is indicated in the left column of the below table.

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.	
GCC 2.2	TRADE TERMS: Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2010.
GCC 3	Prices charged by the Vendor for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustment authorized in writing by UNOPS and Consignee.
GCC 5	The delivery term is DAP Ministry of Health Warehouse in Addis Ababa Ethiopia (Incoterm 2010)
GCC 7	<p>The details of shipping and/or other documents, to be furnished by the Vendor are as follows:</p> <ol style="list-style-type: none"> 1. One original commercial invoice indicating Federal Ministry of Health, Ethiopia as consignee; 2. Airway bill/bill of lading; 3. Packing list identifying contents of each package; 4. Certificate of origin; and 5. Any other/additional procurement-specific document(s) required for delivery/payment purposes. <p>A scanned copy of these shipping documents shall be sent to UNOPS Ethiopia at least ten (10) days prior to the arrival of the Goods by email, with originals to be couriered to the Federal Ministry of Health, Ethiopia ("Consignee")</p> <p>Any delivery date or time specified in the Purchase Order shall be of the essence.</p> <p>Part-deliveries may be made only with the prior written consent of UNOPS and the Consignee. UNOPS and the Consignee may refuse to accept un-authorized part-deliveries.</p>



VI-3: UNOPS sample contract (NOT APPLICABLE)

The sample ~~[Contract/LTA/Purchase Order, etc.]~~ template is included in this RFP by this reference and is attached as a separate PDF document.

VI-4: Performance Security Form (BANK GUARANTEE)

Note to Offerors: This form, when required, shall only be completed by the successful Offeror after contract award. The bank, as requested by the successful Offeror, shall fill in this form in accordance with the instructions indicated.

Date: **(Insert date (as day, month, and year) of Proposal Submission)**
 RFP No. and title: RFP/UNOPS-ETOH/Service/2015/007 Vehicle Tracking and Driver Behavior Management System

Bank's Branch or Office: **(Insert complete name of Guarantor)**

Beneficiary: **(Insert legal name and address of UNOPS)**

Performance Guarantee N.: **(Insert Performance Guarantee number)**

We have been informed that [insert complete name of supplier] (hereinafter called "the supplier") has entered into Contract No. **(Insert number)** dated **(Insert day and month)**, **(Insert year)** with you, for the supply of **[description of goods and related services]** (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the contract, a Performance Guarantee is required. At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)¹ in figures and words], upon receipt by us of your first demand in writing declaring the supplier to be in default under the contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the **[insert number]** day of **[insert month]**, **[insert year]**,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

(Signatures of authorized representatives of the bank and the supplier)

¹ The bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNOPS.

² Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). UNOPS should note that in the event of an extension of the time to perform the Contract, UNOPS would need to request an extension of this Guarantee from the Bank. Such request must be in writing, and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNOPS might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to UNOPS's written request for such extension. Such a request to be presented to us before the expiry of the Guarantee."

VI-5: Advance Payment Guarantee Form (BANK GUARANTEE) (NOT APPLICABLE)

Note to Offerors: This form, when required, shall only be completed by the successful Offeror after contract award. The bank, as requested by the successful Offeror, shall fill in this form in accordance with the instructions indicated.

Date: (Insert date (as day, month, and year) of Proposal Submission)
RFP No. and title: RFP/UNOPS-ETOH/Service/2015/007 Vehicle Tracking and Driver Behavior Management System

(Bank's letterhead)

Beneficiary: (Insert legal name and address of UNOPS)

Advance payment guarantee no.: (Insert Performance Guarantee number)

We, (insert legal name and address of bank), have been informed that (insert complete name and address of supplier) (hereinafter called "the supplier") has entered into Contract No. (Insert number) dated (insert date of agreement) with you, for the supply of (Insert types of goods to be delivered) (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (insert amount(s)³ in figures and words), upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the contract, because the supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made, that the advance payment referred to above must have been received by the supplier in its account (insert number and domicile of the account).

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until (insert date)⁴.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICG Publication No. 458.

(Signatures of authorized representative(s) of the bank)

³ The bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the contract or a freely convertible currency acceptable to UNOPS.

⁴ Insert the delivery date stipulated in the Contract Delivery Schedule. UNOPS should note that in the event of an extension of the time to perform the contract, UNOPS would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, UNOPS might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee."