

## Section I: Instruction to Bidders

### 1. SCOPE OF BID

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Bidders are invited to submit a bid for the goods and/or services specified in Section II: Schedule of Requirements, in accordance with this ITB. A summary of the scope of the bid is included in the **Tender Particulars** section.

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

### 2. INTERPRETATION OF THE ITB

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

No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and UNOPS and nothing in or in connection with this ITB shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

### 3. AMENDMENTS TO THE ITB

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

In the event UNOPS modifies the ITB, UNOPS will make such amendments through the UNOPS eSourcing system.

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

### 4. BIDDER ELIGIBILITY

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

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

A Bidder shall not have a conflict of interest. Bidders 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 ITB.

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

- 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 bidders 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 bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process as further defined in Article 40.

If a bidder does not have all the expertise required for the provision of the goods/services to be provided under the Contract, such bidder may submit a bid 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 bid and the Contract that may be awarded to them as a result of this ITB;
- (ii) The bid shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. The duly filled Joint Venture Partner Information Form must be included with the Bid. 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

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

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

## 6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

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

- i. examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- ii. review the ITB 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 ITB 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 ITB;
- 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 goods/services required as included in Section II: Schedule of Requirements and properly account for all requirements in their Bid.

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

## 7. CLARIFICATION OF THE ITB

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Bidders may request clarification of the ITB or bid process by submitting a written request through the **Clarification requests** functionality of the UNOPS eSourcing system up to the time stated in the **Tender Particulars** section and thereafter requests for clarification will not be accepted. Explanations or interpretations provided through other means 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 posted through the UNOPS eSourcing system.

## 8. CLARIFICATION OR PRE-BID MEETING

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

If it is stated in the **Tender Particulars** section that a clarification meeting shall be mandatory, a bidder which does not attend the clarification meeting shall become ineligible to submit a bid under this ITB.

The names of representatives of bidders who will attend the clarification meeting shall be submitted in writing by bidders to the UNOPS contact email listed in the **Tender Particulars** section, 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 bidders regarding the ITB or bid 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, bidders shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

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

## 9. SITE INSPECTION

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

If it is stated in the **Tender Particulars** section that a site inspection shall be mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.

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

Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

- (i) loss of or damage to any real or personal property;
- (ii) personal injury, disease or illness to, or death of, any person;
- (iii) financial loss or expense, arising out of the carrying out of that site inspection; and
- (iv) transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid 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, bidders shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

## 10. DOCUMENTS COMPRISING THE BID

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The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Returnable Bidding Forms included in Section III;
- (b) Bid Security if specified in the **Tender Particulars** section, in accordance with Instructions to Bidders Article 18, if required;
- (c) Documentary evidence to establish the Bidder's compliance with the applicable eligibility, formal, qualification and technical criteria.

## 11. REMUNERATION FOR AND COSTS OF BIDS

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

Bidders acknowledge that their participation in any stage of the solicitation process for this ITB is at the bidders' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by bidders in the preparation and submission of bids or participation in the solicitation process, including as part of any clarification meeting or site inspection.

UNOPS is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the ITB or bidders' participation in the solicitation process, including where:

- (i) clarifications and addenda are provided or not provided to bidders;
- (ii) a bidder is not selected or not engaged to carry out the services;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the ITB in whole or in part; or
- (v) UNOPS exercises any other rights under the ITB.

## 12. BID VALIDITY PERIOD

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Bids shall remain valid for acceptance by UNOPS for the entire period set out in the **Tender Particulars** section. A bid valid for a shorter period of time shall not be further considered.

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

## 13. PARTIAL BIDS

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Bidders must offer goods and/or services for the total requirement requested under Section II: Schedule of Requirements unless if so stated in the **Tender Particulars** section. Bids offering only part of the requirements may be rejected unless permitted otherwise in the **Tender Particulars** section.

If indicated in the **Tender Particulars** section that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section I, bidders 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 the **Evaluation Criteria** section.

## 14. ALTERNATIVE BIDS

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

## 15. BID PRICES AND DISCOUNTS

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The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Price Schedules.

The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

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 II: Schedule of Requirements.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **Tender Particulars** section. A Bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Bidders Article 26. However, if in accordance with the **Tender Particulars** section, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in the **Tender Particulars** section bids are being invited for individual contracts (lots) and unless otherwise indicated in the **Tender Particulars** section, 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. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

## 16. BID CURRENCY(IES)

Prices in the bid shall be quoted in the currency(ies) stated in the **Tender Particulars** section. If applicable, for comparison and evaluation purposes, UNOPS will convert the bid prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Bid Submission.

UNOPS reserves the right not to reject any bids submitted in a currency other than the mandatory bidding currency(ies). UNOPS may accept bids submitted in another currency than stated above if the Bidder confirms during clarification of bids in writing that it will accept a contract issued in the mandatory bid currency and that for conversion the official United Nations operational rate of exchange of the day of ITB deadline as stated in the **Tender Particulars** section shall apply. Regardless of the currency of bids received, the contract will always be issued and subsequent payments will be made in the mandatory bidding currency above.

## 17. 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 bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the **Tender Particulars** section.

## 18. BID SECURITY

The Bidder shall furnish as part of its bid, a Bid Security, if required in the **Tender Particulars** section.

The Bid Security shall be in the amount specified in the **Tender Particulars** section and shall:

- (a) Be in the same currency as stipulated in Instructions to Bidders, Article 16.
- (b) Be in the form of a bid 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 bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period. Any unsecured bid may be rejected by UNOPS.

Unsuccessful Bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period.

The successful Bidder(s)' bid securities will be discharged/returned upon the Bidder executing the contract, pursuant to Article 33, Signing of Contract.

The bid security may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid submission form; or
- b. In the case of the successful Bidder, if the Bidder fails to sign the contract in accordance with Article 33, Signing of Contract.

## 19. FORMAT AND SIGNING OF BIDS

The documents comprising the bid shall be typed and shall be signed in indelible ink by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

A bid shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Bidder, hand written corrections to the bid may be made before the submission and/or the Deadline for Bid Submission. In this case, such corrections shall be initialled by the person or persons who signed the bid.

## 20. LANGUAGE OF BIDS

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

Supporting documents may be submitted in their original language. If such language is different from that set out in the **Tender Particulars** section, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts. In any such case, for interpretation of the bid, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

## **21. DEADLINE FOR BID SUBMISSION**

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All bids shall be received by UNOPS by no later than the time and date set out in the **Tender Particulars** section. It shall be the sole responsibility of the bidders to ensure that their bid is submitted through the UNOPS eSourcing system before this date.

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

## **22. BID SUBMISSION**

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

## **23. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

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Prior to the Deadline for Bid Submission, a bidder may withdraw, substitute, or modify its submitted Bid. However, after the Deadline for Bid Submission, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

## **24. OPENING OF BIDS**

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Bids will be opened by a UNOPS bid opening panel consisting of at least two personnel. Bidders may attend the opening of the bids, if stated in the **Tender Particulars** section.

## **25. CLARIFICATION OF BIDS**

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UNOPS may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the bids, in accordance with Instructions to Bidders Article 27.

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

## **26. COMPLIANCE OF BIDS**

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

A substantially compliant Bid is one that meets or exceeds the requirements under the Schedule of Requirements and the Evaluation Criteria of the ITB 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 Goods and/or Services specified in the Schedule of Requirements; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant bids.

If a bid is not substantially compliant to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made compliant by the Bidder by correction of the material deviation, reservation, or omission.

## **27. MINOR INFORMALITIES, ERRORS, OR OMISSIONS**

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Provided that a Bid is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Bid 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 Bidders.

Provided that a bid is substantially compliant, UNOPS may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the Bid.

Provided that the Bid 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 Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

## **28. PRELIMINARY EXAMINATION**

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

Bids 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.

## **29. EVALUATION OF BIDS**

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

All bids found substantially compliant with the formal and eligibility criteria under Article 28, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in the Evaluation Criteria section). Only bidders meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
2. Technical evaluation will be conducted to establish substantial compliance, as per criteria included in the Evaluation Criteria section. When the specifications of the item(s) quoted vary in one or more significant aspect/s from the minimum required technical specifications, or when the bid does not meet the delivery schedule, the bid will not be considered substantially compliant and will not be evaluated further.
3. The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNOPS.

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

## **30. AWARD CRITERIA**

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In the event of a Contract award, UNOPS shall award the Contract to a Bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the Bidding Documents. UNOPS reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.

## **31. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

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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 II: Schedule of Requirements, provided this does not exceed the percentages specified in Section II: Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the bid and the ITB.

### 32. NOTIFICATION OF AWARD

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Prior to the expiration of the period of bid validity, UNOPS will notify the successful Bidder in writing by email or post, that its bid has been accepted. Please note that the Bidder, 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.

### 33. SIGNING OF CONTRACT

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At the same time as UNOPS notifies a successful Bidder that its bid has been accepted, UNOPS will invite the Bidder, to sign the final version of the Contract provided in the Bidding Documents, incorporating all agreements between the parties.

### 34. PERFORMANCE SECURITY

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Within the number of days as specified in the **Tender Particulars** section of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security using for that purpose the Performance Security Form included in Section IV: Contract Forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Article 18.

Failure of the successful Bidder 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 Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

### 35. PAYMENT TERMS

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UNOPS will ordinarily effect payment within 30 days after receipt of the services/goods and on submission of payment documentation unless otherwise stated in the **Tender Particulars** section. 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 the **Tender Particulars** section, UNOPS will not accept requests from Bidders to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in the **Tender Particulars** section, a request from the bidder for advance payment shall be justified in writing by the bidder in its bid. 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 Bidder to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section IV: Contract Forms, or another Form acceptable to UNOPS.

### 36. CONTRACT MANAGEMENT

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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 II: 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 the **Tender Particulars** section, 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.

### 37. PUBLICATION OF CONTRACT AWARD

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



### 38. OTHER UNOPS RIGHTS

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Subject to Article 29, UNOPS shall have no obligation to accept any bid, including the bid with the lowest price.

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

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

### 39. CONFIDENTIALITY

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

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing a bid; and
- (iii) be immediately returned to UNOPS in the event the bidder declines to respond to this ITB, or, in the event of a rejected or an unsuccessful bid, within fifteen days of being notified by UNOPS that its bid was rejected or unsuccessful.

All information and documents provided to the bidders by UNOPS shall not be disclosed to any third party, except:

- (i) with the prior written consent of UNOPS;
- (ii) where the third party is assisting a bidder in preparing the bid, provided the bidder has previously ensured that party's adherence to this duty of confidentiality;
- (iii) if the information or documents is/are at the time of this ITB lawfully in the possession of the bidder through a party other than UNOPS;
- (iv) if required by law, and provided that the bidder has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
- (v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

### 40. ETHICS AND CORRUPT PRACTICES

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UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

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

#### **41. AUDIT**

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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.

#### **42. BID PROTEST**

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Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint to UNOPS' General Counsel. More information about bid protests can be found on UNOPS' website at [www.unops.org](http://www.unops.org).