



## General Instructions for Bidders

The following General Instructions for Bidders shall apply to all solicitations issued by the IAEA.

### 1. DEFINITIONS

The following terms will have the following meaning:

- “Solicitation” will mean any solicitation in any form *Request for quotation*, *Invitation to bid*, or *Request for proposal* issued by the IAEA
- “Proposal” will mean a proposal, quotation, offer or bid submitted to the IAEA in response to a Solicitation;
- “Bidder” will mean a subject (company, organisation or other entity) submitting a Proposal in response to a Solicitation;
- “Contract” will mean any written agreement which will be established as a result of the Solicitation between the IAEA and the successful Bidder
- “in writing” will mean by letter, fax or any standard electronic communication means (such as Email)

### 2. SUBMISSION OF THE PROPOSAL

**Form of submission:** Detailed instructions for the submission are defined in each Solicitation. Failure to respond to such instructions may lead to rejection of the Proposal.

**Closing Date:** Proposals must be received by the IAEA by the closing date and time as defined in the Solicitation. Proposals received after this date and time WILL NOT BE CONSIDERED and will be returned unopened or will be deleted (for electronic submissions).

**Withdrawal or modification of proposals:** Bidders may withdraw, replace or modify their Proposal until the close date, provided that this is done in writing. Any modification or replacement of a Proposal must be done in the same format as defined in the Solicitation.

**Clarifications:** Any clarifications required by a Bidder must be requested in writing from the responsible Contracting Officer indicated in the Solicitation. Such requests must be provided in due time before the closing date in order to allow proper consideration and a reply. The response to a request for clarifications submitted by any Bidder will also be provided to all known potential Bidders. As general rule, no consideration will be given to requests for clarifications submitted in the last week before the closing date.

**Validity of Proposal:** A Proposal shall remain valid for acceptance for a period of at least 90 days from the closing date indicated in the Solicitation, unless otherwise stated.

**Due diligence:** The Bidders are expected to examine all instructions, forms, Contract conditions, terms and specifications contained in the Solicitation documents.

Bidders shall also examine any maps, locations, drawings, technical specifications, schedules and other instructions. Failure to do so will be at the Bidder’s own risk and responsibility and will not give rise to the right to modify or withdraw a Proposal after the closing date.

**No obligation to contract:** The issue of a Solicitation, whether public or not, does not commit the IAEA to award a Contract as a result of the Solicitation process. IAEA will not pay any costs incurred in the preparation or submission of a Proposal.

Any Proposal submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by the IAEA.

**Cancellation of Solicitation:** The IAEA reserves the right to cancel a Solicitation at any stage of the procurement process prior to final notice of award of a Contract.

**Confidentiality:** All Proposals and any communications with the Bidders will be kept strictly confidential by the IAEA before, during and after the award. Unopened Proposals will be returned to the Bidder or deleted (for electronic submission) and no copy will be retained by the IAEA.

All Solicitation documentation is proprietary to the IAEA; no part thereof, or any information contained therein may not be published, used or copied without the prior written consent of the IAEA.

**Use of former IAEA employees in the preparation of Proposals:** a Bidder must not, in the absence of prior written approval from the IAEA, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process, if the person:

- a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the IAEA;
- b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the IAEA personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

**Corrupt practices:** The Bidders shall not at any time in the course of the procurement process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any official, agent, servant or employee of, or any person otherwise engaged by the IAEA.

**Conflict of Interest:** A Bidder must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does give rise to an actual, potential or perceived conflict of interest between the interests of the IAEA and the Bidder's interests during the procurement process. *Conflict of interest* means having an interest (whether personal, financial or otherwise), which interferes or may be perceived as interfering with the ability of the Bidder to submit a fair and objective Proposal.

**Improper Assistance:** Proposals that, in the sole opinion of the IAEA, have been compiled:

- a. with the assistance of current or former employees of the IAEA in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit;
- b. with the utilization of confidential and/or internal IAEA information not made available to the public; and/or,
- c. in breach of an obligation of confidentiality to the IAEA;

may be excluded from further consideration. Depending on the entity of the breach, Bidders may be suspended or excluded from participation to further IAEA Solicitations.

**Clarifications of Proposals:** To assist in the examination, evaluation and comparison of Proposals the IAEA may at its discretion ask the Bidder for clarification about the content of the Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or accepted.

**Errors in the Proposal:** arithmetical errors that are discovered during the examination of a Proposal will be corrected by IAEA. If the correction will affect the Total Price, the Bidder will be informed of such correction. If there is a discrepancy between words and figures the amount in words will prevail. If the Bidder does not accept the correction of arithmetical errors, its Proposal will be rejected.

**Information for evaluation:** The evaluation of a Proposal will be conducted on the basis of all the information provided in the documentation submitted in response to the Solicitation requirements, including possible clarifications requested by IAEA.

In addition, a Bidder may be requested to provide evidence of its technical qualifications and financial soundness. The IAEA reserves the right to independently verify such information.

**Independent Solicitation and Proposals:** Each Proposal from a Bidder will be considered separately and independently. Bidders shall submit a complete proposal for each Solicitation in which they wish to participate. References to previous or on-going Proposals will be not considered.

Award of a previous Contract with IAEA will not be considered in itself as a preference or guarantee for the award of future Solicitations on the same subject.

### **3. AWARD AND CONTRACT**

**Negotiations:** The Bidder shall be prepared to sign a Contract and to perform the work/services as described in its own Proposal. Refusal or reservations to sign a Contract awarded by IAEA on the basis of the Proposal may lead to exclusion of the Bidder from further IAEA Solicitations, without prejudice to any other remedies the IAEA may have as a consequence of such refusal. The IAEA reserves the right to conduct price negotiations until a final agreement is reached.

**Written Contract:** No contractual relationship with IAEA is established until a final written Contract document is signed by a duly authorized official of the IAEA and of the selected Bidder. Any activity undertaken or expenses incurred in preparation of a Contract before an actual Contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered as a Contract.

**IAEA General Conditions of Contract:** The final Contract will include the *IAEA General Conditions of Contract*. The Bidder shall explicitly state that the IAEA contract conditions are read, understood and accepted.

### **4. EVALUATION CRITERIA**

The selection method applied for the evaluation of the Proposals and award of a Contract are defined in each Solicitation.

### **5. REFERENCE DOCUMENTS**

“*IAEA General Conditions of Contract*” available at <http://www.iaea.org/About/Business/index.html>