

Section II: Instructions to Bidders

1. SCOPE OF QUOTATION

Bidders are invited to submit a quotation for the goods and/or services specified in Section III: Schedule of Requirements in accordance with this RFQ.

2. INTERPRETATION OF THE RFQ

This RFQ 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.

This RFQ 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 RFQ and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.

3. BIDDER ELIGIBILITY

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

- i. is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS ([UNOPS Ineligibility List](#)) and other Agencies, Funds or Programs of the UN System;
- ii. is included in UN/PD's suspended and removed vendors list;
- iii. is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- iv. 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](#).

4. CLARIFICATION OF THE RFQ

Bidders may request clarification in relation to the RFQ by submitting a written request to the contact stated in the **Section I: RFQ Particulars**, until the time stated in **Section I: RFQ Particulars**. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

5. REMUNERATION FOR AND COSTS OF QUOTATIONS

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

6. QUOTATION CURRENCY(IES)

The quotation shall be made in the currency(ies) stated in **Section I: RFQ Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the quotations into USD at the official United Nations rate of exchange in force at the time of the deadline for quotation Submission.

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

Rates in quotations shall be fixed. Quotations with adjustable rates shall be disqualified.

7. 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 quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: RFQ Particulars**.

8. PAYMENT TERMS

UNOPS will ordinarily effect payment within 30 days after receipt of the goods/services and on submission of payment documentation. 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.

9. 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 RFQ.

10. ETHICS AND PROSCRIBED PRACTICES

UNOPS requires that all Bidders observe the highest standard of ethics during the entire RFQ process, as well as the duration of any Contract that may be signed as a result of this 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 RFQ process and any Contract that may be signed as a result of this RFQ 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 parties involved in this RFQ process or in the project underlying this RFQ process;
- (iii) have not engaged, or attempted to engage, in any Proscribed Practices in connection with this RFQ process or the Contract that may be awarded as a result of this RFQ process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS Vendor Sanctions Procedures](#), and include: corrupt practice, fraudulent practice, coercive practice, collusive practice, unethical practice and obstruction.

11. 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

12. BID PROTEST

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