

## SECTION I

### INSTRUCTIONS TO BIDDERS

#### 1. INFORMATION FOR BIDDERS

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Bidders are invited to submit a quotation for the works described in the Tender Particular section, and further described in the Contract in Section III, in accordance with this RFQ.

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

#### 2. INTERPRETATION OF THE RFQ

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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.

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 RFQ 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. 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 shall not be eligible to submit a bid if and when at the time of bid submission, the bidder:

- (i) has been suspended or declared ineligible by UNOPS or any other entity of the United Nations system, including the Work Bank;
- (ii) is on the UN 1267 terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- (iii) does not comply with any additional requirements as may be set out in the Bill of Particulars.

#### 4. 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 RFQ, 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.

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

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Bidders shall be responsible to inform themselves in preparing their quotation.

Bidders acknowledge and agree that the RFQ does not purport to contain all relevant information in relation to the works and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the RFQ, including the Contract (see Section III).

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 RFQ or any other information provided to the bidders.

## **6. UNOPS MINOR WORKS CONTRACT**

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Bidders shall be willing to sign the Contract (see Section III), without departure, qualification, amendment, limitation or exclusion should they be selected as a result of this bid process.

## **7. CLARIFICATION OF THE RFQ**

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Bidders may request clarification of the RFQ 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.

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. CONTENT OF QUOTATIONS**

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### **8.1**

#### **Returnable Quotation Schedules**

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Quotations shall include only a fully completed and dated set of the Returnable Bid Schedules, including only the information required by each Returnable Bid Schedule, either completed on the Returnable Bid Schedule document or annexed to the document, as the case may be, each signed by a person authorised by the bidder to bind it. The Returnable Bid Schedules are set out in Section II.

### **8.2**

#### **Other Information**

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Bids submitted shall only include information required to be submitted in accordance with the RFQ.

## **9. 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 quotation.

## **10. QUOTATION VALIDITY PERIOD**

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Quotations shall remain valid for acceptance by UNOPS for the entire period set out in the Tender Particulars section. A quotation valid for a shorter period of time shall be rejected.

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## **11. OFFER CURRENCY(ES)**

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The quotation 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.

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

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## **12. DUTIES AND TAXES**

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UNOPS is a tax exempt entity. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the Tender Particulars section.

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## **13. QUOTATION FORMAT**

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A quotation 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 initialed by the person or persons who signed the bid.

Bids shall be signed by the person authorized to do so in Returnable Bid Schedule 1 – Form of Bid (see Section II). That person shall be authorized by the bidder to bind the bidder.

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## **14. LANGUAGE OF BIDS**

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All quotations, 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.

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## **15. DEADLINE FOR QUOTATION SUBMISSION**

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All quotations 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 received by the Deadline for Submission.

Bids submitted after the Deadline for Bid Submission shall be rejected

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## **16. 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 bid using the UNOPS eSourcing functionality for the same. After the deadline for submission of the bids, however, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

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## **17. EVALUATION METHOD AND CRITERIA**

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UNOPS shall evaluate bids and select a preferred bidder pursuant to the provisions as complemented in the Tender Particulars and Criteria section.

Bid shall be evaluated on the basis of the “lowest priced most technically acceptable offer” evaluation method.

Firstly, quotations shall be evaluated for technical compliance based on:

- technical expertise and experience;
- safety, quality and insurance; and
- capacity, resources and key personnel.

Secondly, offers that are found to be technically compliant shall be evaluated based on price and value for money, analysing all relevant costs, risks and benefits of each offer throughout the whole life cycle of the works and in the context of the project as a whole.

UNOPS may request clarification or further information in writing from the Bidders at any time during the RFQ process. The Bidders' responses shall not contain any changes regarding the substance, including the financial part of their quotation. UNOPS may use such information in interpreting and evaluating the relevant quotation but is under no obligation to take it into account.

## **18. OTHER UNOPS RIGHTS**

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UNOPS shall have no obligation to accept any quotation.

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 RFQ;
- (iii) alter, terminate, suspend or defer the RFQ process or any part of or activity in it;
- (iv) consider or accept or reject any quotation 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.

## **19. COLLECTION OF REJECTED OR UNSUCCESSFUL BID**

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UNOPS shall not return any rejected or unsuccessful quotations to the bidders.

## **20. CONFIDENTIALITY**

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

## **21. 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 Corrupt Practices in connection with this bid process or the contract that may be awarded as a result of this bid process. For the purposes of this provision, Corrupt Practices shall mean any of the following:
  - bribery: the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring works, or executing contracts;
  - extortion or coercion: the act of attempting to influence the process of procuring works, or executing contracts by means of threat of injury to person, property or reputation;
  - fraud: the misrepresentation of information or facts for the purpose of influencing the process of procuring works, or executing the contracts, to the detriment of UNOPS or other participants; or
  - collusion: the agreement between bidders designed to result in bids at artificial prices that are not competitive.
- (iv) have not been involved in, either directly or indirectly, nor have they funded, either directly or indirectly, any terrorist activities, notably upon basis of the consolidated list of individuals belonging to or associated with terrorist entities as established and maintained by the United Nations 1267 Committee.

In the event that 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.

## **22. AUDIT**

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Any bidder participating in this bid process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach in connection with this bid process or any contract that may be awarded as a result of this bid process.

In cooperating with UNOPS, the bidders shall give access to UNOPS, upon written request, to all employees, representatives, agents and assignees, as well as to all documents, records and other elements of the bidder that may be required to conduct such investigation.

The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify 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.

## **23. 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).