Section I: Instructions to Bidders

1. SCOPE OF QUOTATION

Bidders are invited to submit a quotation for the goods and/or services specified in the document titled Section II: 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/business-opportunities/how-we-procure) and other relevant Operational Directives and Operational 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, 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. A bidder shall be considered to have a conflict of interest if:

- A Bidder has a close business or family relationship with a UNOPS personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- A Bidder is associated, or has 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, services or works required in the present procurement process;
- A Bidder has an interest in other bidders, for the same procurement activity, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid. In the case of procurement processes with lots, this provision shall apply on a lot by lot basis;
- A Bidder does not comply with any other conflict of interest situation relevant to the specific procurement process as specified in the solicitation document.
- A Bidder that has an owner, partner, board member, officer, who is a current member of UNOPS personnel (regardless of the UNOPS personnel contract modality), or in which a current member of UNOPS personnel has a direct financial interest in any capacity.

Bidders must disclose any actual or potential conflict of interest in the Quotation Submission Form and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UNOPS. Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned further to UNOPS policy on vendor sanctions.

A Bidder shall not be eligible to submit a quotation if and when at the time of quotation 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 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.
- is included in any other Ineligibility List from a UNOPS partner and if so listed in the **Tender Particulars** section.
- is currently suspended from doing business with UNOPS and removed from its vendor database(s), for reasons other than engaging in proscribed practices as defined in the UNOPS Procurement Manual.

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.

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 Form D: 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.

(iv) Each joint venture, consortium or association members must meet the bidder eligibility conditions.

The eligibility conditions for the bidders under this article also apply to any sub-contractor.

4. CLARIFICATION OF THE RFQ

Bidders may request clarification in relation to the RFQ by submitting a written request using the **Clarifications request** functionality of the eSourcing system, until the time stated in the **Tender Particulars** section. Explanations or interpretations provided by personnel other than through this means 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 the **Tender Particulars** section. 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 quotation s 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 the Tender Particulars section 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 the **Tender Particulars** section.

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 AND DEBRIEFING PROCEDURES

UNOPS shall publish in its website (https://data.unops.org) and/or the UNGM website (https://www.ungm.org/Public/ContractAward/Index/ContractAwards) information regarding the purchase order(s) or contract(s) awarded as a result of this RFQ.

UNOPS may debrief unsuccessful bidders upon receipt of a written request. The request for debrief must be received within 10 calendar days of the notification by UNOPS of the tender results to

unsuccessful bidders and is a prerequisite for a bidder to file a bid protest, further to Article 12 below. UNOPS shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing.

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 policy on vendor sanctions, 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 solicitation process may submit a complaint to UNOPS' Director of Implementation Practices and Standards through the bid.protest@unops.org email address. For a bid protest to be received and substantially assessed, the vendor must have requested a debrief further to Article 9 and submits the bid protest within 10 calendar days of UNOPS providing the debrief. In the unlikely event that UNOPS does not provide a debrief within 15 calendar days of the vendor's request further to Article 9 above the vendor may present a bid protest within 10 calendar days of the expiry of said 15 calendar day period. For further details on bid protests, please refer to the UNOPS Procurement Manual.

13. CONFIDENTIALITY

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.

14. DATA PROTECTION

1. UNOPS will handle Personal Data that it obtains from the bidders, and all parties constituting the bidder, (hereinafter the "Bidder ") as a result of, or in connection with, the solicitation and award process, solely in accordance with its own legal framework.
2. For purposes of this Article, "Personal Data" shall mean any information relating to an identified or identifiable natural person, including any information the disclosure of which could harm such identified or identifiable natural person, and "UNOPS Personal Data" shall mean Personal Data that is obtained by the Bidder from UNOPS in connection with, or related to, the solicitation and award process.
3. By engaging in the solicitation and award process, the Bidder acknowledges and consents to UNOPS's collection, use, disclosure, transfer and storage of the Bidder's Personal Data as outlined at https://www.unops.org/privacy .
4. Unless otherwise provided in the Contract, the Bidder shall take all appropriate measures, consistent with applicable laws, that have a bearing on the Bidder, to safeguard UNOPS Personal Data.
5. Unless otherwise more specifically provided in the Contract, the Bidder shall, at a minimum:
   a. process UNOPS Personal Data solely and exclusively in accordance with the requirements of the solicitation and award process, and shall not use UNOPS Personal Data for the Bidder's research, marketing, sales, promotional, or any other purposes;
   b. implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that UNOPS Personal Data is accessed on a "need-to-know", least privilege basis by authorized personnel only;
   c. implement appropriate data security measures to preserve the integrity of UNOPS Personal Data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of UNOPS Personal Data;
   d. process UNOPS Personal Data in a manner that is adequate, relevant and limited to what is necessary for the purposes of the solicitation and award process, and ensure that UNOPS

Personal Data is kept for no longer than is necessary to participate in the solicitation /award process;

e. as and when requested by UNOPS, update or rectify UNOPS Personal Data to ensure its accuracy;
f. transfer UNOPS Personal Data to third parties, including the Bidder's agents or proposed sub-contractors, only for the specific purposes of the solicitation and award process, and on terms and conditions equivalent to those set forth in this Article and Article 13: Confidentiality;
g. immediately notify UNOPS in writing upon becoming aware of any data or security breach; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNOPS; and inform and update on a regular basis UNOPS of any measures taken by the Bidder to address such data or security breach;
h. as instructed by UNOPS in writing, return, delete or destroy UNOPS Personal Data and, upon written request by UNOPS, provide substantiating evidence of such destruction to UNOPS; and
i. consult with, and follow the instructions of, UNOPS with respect to handling any requests and/or complaints by third parties in respect of UNOPS Personal Data made to or received by the Bidder .
j. The provisions of this Article shall survive any termination or expiration of the solicitation and award process.