SECTION I: INSTRUCTIONS TO BIDDERS

Article 1 SCOPE OF QUOTATION

Bidders are invited to submit a quotation for the Works in accordance with the requirements specified in **Section V: Requirements** and **Section III: Conditions of Contract**, as well as the process set out in this RFQ. A summary of the scope of the quotation is included in the **Particulars**.

All correspondence and notification in relation to this RFQ shall be sent to the contact person and address specified in the **Particulars**. Please note that the address for the quotation submission might be different.

Article 2 INTERPRETATION OF THE RFQ

This RFQ is an invitation to treat and shall not be construed as a quotation 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 the UNOPS Procurement Manual (the latest version can be accessed on the UNOPS website) 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.

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.

Article 3 AMENDMENTS TO THE RFQ

Prior to the deadline for quotation submission, UNOPS may, at its discretion, modify the quotation documents by way of a written addendum. All written addenda to the quotation documents shall form part of the RFQ.

In the event that UNOPS modifies the RFQ, UNOPS will notify in writing all bidders that have received the RFQ directly from UNOPS if the RFQ was not available online, and/or, if the RFQ was available online or if stated in the **Particulars**, responses will be posted online.

In order to give the bidders reasonable time to take such modification to the RFQ into account, UNOPS may extend the deadline for quotation submission, as may be appropriate under the circumstances.

Article 4 BIDDER ELIGIBILITY

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

A bidder, and all parties constituting the bidder, (hereinafter the “bidder”) may have the nationality of any country with the exception of the nationalities, if any, listed in the **Particulars**. A bidder shall be deemed to have the nationality of a

specific 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:

(i) A bidder (including its personnel) has a close business or family relationship with UNOPS personnel or with personnel of the UNOPS's partner who engaged UNOPS and who:

- Are directly or indirectly involved in the preparation of the quotation documents or specifications of the Contract, and/or the quotation evaluation process of such Contract; or
- Would be involved in the implementation or supervision of such Contract;

(ii) A bidder is associated, or has been associated in the past, directly or indirectly, with an entity or any of its Affiliates that 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 Works required in the present procurement process;

(iii) 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 quotation, except for alternative quotations, if permitted. This will result in the disqualification of all quotations in which the bidder is involved. This includes situations where an entity is the bidder in one quotation and a subcontractor in another; however, this does not limit the inclusion of an entity as a subcontractor in more than one quotation. In the case of procurement processes with lots, this provision shall apply on a lot by lot basis;

(iv) A bidder does not comply with any other conflict of interest situation relevant to the specific procurement process as specified in the solicitation document; or

(v) 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 Schedule 0.2 [*Bidder's Information*] 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 the 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:

(i) Is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by UNOPS (UNOPS Ineligibility List) and other agencies, funds or programmes of the UN system;

(ii) Is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list;

(iii) Is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals;

(iv) Is included in any other ineligibility list from a UNOPS partner, and if so, listed in the **Particulars**;

(v) 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;

(vi) Has not attended a mandatory Site inspection or mandatory clarification meeting, if applicable; or

(vii) Does not comply with any additional requirements as may be set out in the **Particulars**.

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. UNOPS also requests that all bidders observe the highest standards of ethics during the entire bid process, as well as during any contract that may be awarded as a result of this bid process, as further defined in Article 37 [*Ethics and Corrupt Practices*].

If a bidder does not have all the expertise required for the provision of the Works described in the RFQ, the bidder may submit a quotation in association with other entities, particularly with an entity in the country where the Works 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 quotation and the Contract that may be awarded to them as a result of this RFQ;

(ii) The quotation shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. The duly filled Schedule 0.3 [*Joint Venture Partner Information*] must be included with the quotation. Such entity shall have the authority to make decisions binding upon the Joint Venture, consortium or association during the bid process and, in the event that a Contract is awarded, during the duration of the Contract;

(iii) The composition or the constitution of the Joint Venture, consortium or association shall not be altered without the prior consent of UNOPS; and

(iv) Each Joint Venture, consortium, or association member shall meet the bidder eligibility conditions.

The eligibility conditions for the bidders under this article also apply to any subcontractor.

Article 5 ERRORS OR OMISSIONS

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 these.

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

Article 6 BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES AND ACKNOWLEDGEMENT

Bidders shall be responsible to inform themselves when preparing their quotation. In this regard, bidders shall ensure that they:

(i) Examine and fully inform themselves in relation to all aspects of the RFQ, including the Contract and all other documents included or referred to in this RFQ;

(ii) Review the RFQ 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 Works available on reasonable enquiry;

(iv) Verify all relevant representations, statements and information, including those contained or referred to in the RFQ or made orally during any clarification meeting, Site inspection or discussion with UNOPS, its employees or agents;

(v) Attend any clarification meeting or Site inspection if it is mandatory under this RFQ;

(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 execution of the Works; and

(vii) Form their own assessment of the nature and extent of work required in **Section V: Requirements** to execute the Works and properly account for all work in 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 **Section III: Conditions of Contract**.

Bidders acknowledge and agree that UNOPS, its directors, personnel 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.

Article 7 UNOPS CONSTRUCTION CONTRACT FOR SMALL WORKS

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

Article 8 CLARIFICATION OF THE RFQ

Bidders may request clarification of the RFQ by submitting a written request to the contact stated in the **Particulars** up to the time stated therein 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 communicated to all bidders that received the RFQ directly from UNOPS if the RFQ was not available online.

Article 9 CLARIFICATION OR PRE-BID MEETING

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

If it is stated in the **Particulars** that a clarification meeting shall be mandatory, a bidder that does not attend the clarification meeting shall become ineligible to submit a quotation under this RFQ.

Information on the bidder's representatives who will attend the clarification meeting shall be submitted in writing by the bidders to the UNOPS contact person listed in the **Particulars**. The information should include the full name and position of each representative. It should be sent at least one (1) working day before the clarification meeting is to be held.

The clarification meeting shall be conducted for the purpose of clarifying the most relevant points from the solicitation documents. 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 will not issue any formal answers to questions from bidders regarding the RFQ or the bid process during the clarification meeting. All questions shall be submitted in accordance with Article 8 [*Clarification of the RFQ*].

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders that received the RFQ documents directly from UNOPS if the RFQ was not available online, and/or, if the RFQ was available online, or if as stated in the **Particulars**, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

Article 10 SITE INSPECTION

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

If it is stated in the **Particulars** that a Site inspection shall be mandatory, a bidder that does not attend the Site inspection shall become ineligible to submit a quotation under this RFQ.

Bidders participating in a Site inspection shall be responsible for:

(i) Arranging for and wearing personal protective equipment, including at a minimum safety helmets, boots and reflective vests; and

(ii) Obtaining any visas 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 RFQ or the bid process during a Site inspection. All questions shall be submitted in accordance with Article 8 [*Clarification of the RFQ*].

A Site inspection will be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at a Site inspection unless it is confirmed by UNOPS in writing.

Article 11 CONTENT OF QUOTATION SUBMISSIONS

Quotations shall include only a fully completed and dated set of returnable Schedules, including only the information required by each returnable Schedule, either completed on the returnable Schedule document or annexed to the document, as the case may be. Each of the returnable Schedules shall be signed in accordance with Article 20 [*Format and Signing of Quotations*] by a person authorized by the bidder in order to make it binding. The returnable Schedules are attached in **Section VI: Returnable Schedules**.

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

Article 12 EXCLUSIVITY AND AVAILABILITY STATEMENT

If so required in the **Particulars**, each Key Personnel listed in Schedule 4.4 [*Key Personnel*] must sign a Statement of Exclusivity and Availability as set out in Schedule 0.6 [*Statement of Exclusivity and Availability*]. The purpose of the Statement of Exclusivity and Availability is as follows:

(i) The Key Personnel listed in the quotation must not be part of any other quotation associated with this bid process. They must therefore engage themselves exclusively with the bidder.

(ii) Each Key Personnel must also undertake to be available, able and willing to work for the entire period foreseen for their input during the implementation of the Contract as indicated in **Section V: Requirements** and the bidder's quotation.

The selection of a quotation is partly based on the evaluation of the Key Personnel presented in the quotation, and UNOPS therefore expects the Contract to be executed by these specific personnel. As the expected mobilization date is given in the solicitation documents, UNOPS will only consider substitutions after the deadline for quotation submission in cases of unexpected delays to the commencement date beyond the control of the bidder, or exceptionally, incapacity of a Key Personnel due to ill health, Force Majeure or other circumstances that may justify a replacement and would not have any effect on the quotation selection. A bidder's desire to use a Key Personnel on another project or a change of mind on the part of a Key Personnel shall not be accepted as a valid reason to substitute a Key Personnel.

Article 13 REMUNERATION FOR AND COSTS OF QUOTATIONS

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

Bidders acknowledge that their participation in any stage of the bid process for this RFQ 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 quotations or participation in the bid process, including 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 RFQ or bidders' participation in the bid 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 Works;

(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 RFQ in whole or in part; or

(v) UNOPS exercises any rights under the RFQ.

Article 14 QUOTATION VALIDITY PERIOD

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

Prior to expiration of the quotation validity period, UNOPS may request in writing that the bidders extend the validity of their quotations with the same conditions. Bidders who decline to extend the validity period shall have their quotations disqualified.

Article 15 PARTIAL QUOTATIONS

Bidders must submit a quotation for the Works for the total requirements identified under **Section V: Requirements**, unless otherwise stated in the **Particulars**. Quotations for only part of the requirements may be rejected unless otherwise permitted in the **Particulars**.

If indicated in the **Particulars** that quotations are being invited for individual contracts (lots), bidders must submit a quotation for one hundred (100) per cent of the items specified for each lot and one hundred (100) per cent of the quantities specified for each item of a lot, unless otherwise indicated in the **Particulars**. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in **Section II: Evaluation Method and Criteria**.

Article 16 ALTERNATIVE QUOTATIONS

Bidders shall not submit more than one quotation per bidder in this bid process, with the exception of alternative quotations if so provided for in the **Particulars**.

Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative quotation.

If the **Particulars** states that alternative quotations shall not be accepted, then these will not be evaluated. If a bidder submits more than one quotation:

(i) All quotations marked as "Alternative Quotation" will be disqualified and only the quotation marked as "Initial Quotation" will be evaluated; or
(ii) All quotations will be rejected if no indication is provided as to which quotation is the original quotation and which is/are the alternative quotation(s).

Article 17 BID SECURITY

The bidder shall furnish a bid security as part of its quotation, if required in the **Particulars**.

The bid security shall be in the amount and form specified in the **Particulars** and shall be:

(i) In the same currency as stipulated in Article 18 [*Quotation Currency(ies)*]; and

(ii) Valid for thirty (30) days beyond the quotation validity period prescribed by UNOPS, pursuant to Article 14 [*Quotation Validity Period*].

A quotation that does not include a bid security in the amount and form described above 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 quotation validity period prescribed by UNOPS pursuant to Article 14 [*Quotation Validity Period*].

The successful bidder(s)' bid securities will be discharged/returned to them upon the bidder executing the Contract, pursuant to Article 33 [*Signing of Contract*].

The bid security may be forfeited:

(i) If a bidder withdraws its quotation during the quotation validity period specified by the bidder in Schedule 0.1 [*Quotation Submission Declaration*];

(ii) If the successful bidder fails to sign the Contract in accordance with Article 33 [*Signing of Contract*];

(iii) If the successful bidder fails to provide a Performance Security required by the Contract, if any is required; or

(iv) If the successful bidder does not accept the correction of errors, in accordance with Article 28 [*Minor Informalities, Errors or Omissions*].

Article 18 QUOTATION CURRENCY(IES)

Prices in the quotation shall be quoted in the currency(ies) stated in the **Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the quotation prices 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 quotations submitted in a currency other than the currency(ies) stated in the **Particulars**. UNOPS may accept quotations

submitted in another currency than the currency stated in the **Particulars** if the bidder confirms in writing during clarification 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 the deadline for quotation submission as stated in the **Particulars** shall apply. Regardless of the currency in which the quotation is received, the Contract will be issued, and subsequent payments will be made in the mandatory currency cited in the **Particulars**.

Rates in quotations shall be fixed. Quotations with adjustable rates shall be disqualified, unless specifically allowed for in this tender or Contract.

Article 19 DUTIES AND TAXES

Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations 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 **Particulars**.

Article 20 FORMAT AND SIGNING OF QUOTATIONS

The quotation 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 quotation shall contain no interlineations, erasures or overwriting. If a bidder has made errors that need to be corrected, handwritten corrections to the quotation may be made before the submission and/or the deadline for quotation submission. In this case, such corrections shall be initialled by the person or persons who signed the quotation.

Article 21 LANGUAGE OF QUOTATIONS

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 **Particulars**.

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

Article 22 DEADLINE FOR QUOTATION SUBMISSION

All quotations shall be received by UNOPS no later than the time and date set out in the **Particulars**. It shall be the sole responsibility of the bidders to ensure that their quotation is received by the deadline for quotation submission. Quotations submitted after the deadline for quotation submission shall be rejected.

UNOPS may, at its discretion, extend the deadline for quotation submission by amending the solicitation documents in accordance with Article 3 [*Amendments to the RFQ*]. In this case, all rights and obligations of UNOPS and bidders subject to the previous deadline will thereafter be subject to the new extended deadline.

Article 23 QUOTATION SUBMISSION

All quotations shall be submitted to UNOPS in accordance with the requirements set out in this RFQ.

Quotations that are not submitted in accordance with the provisions set out in this RFQ shall be rejected.

Article 24 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF QUOTATIONS

Prior to the deadline for quotation submission, a bidder may withdraw, substitute or modify its quotation after it has been submitted by sending a written notice to UNOPS. After the deadline for quotation submission, however, the quotations shall remain valid and open for acceptance by UNOPS for the entire quotation validity period.

Quotations for which withdrawal has been requested prior to the deadline for quotation submission shall be made available for collection by the bidder that submitted it within fifteen (15) days of its withdrawal. Otherwise, UNOPS shall have the right to discard such a quotation unopened without further notice to the bidder. UNOPS shall not be responsible for the costs of returning the quotation to the bidder.

Article 25 OPENING OF QUOTATIONS

Not applicable

Article 26 CLARIFICATION OF QUOTATIONS

UNOPS may request clarification or further information in writing from the bidders at any time during the evaluation process. In their responses, the bidders shall not make any changes regarding the substance or price of the quotation, they may only confirm the correction of arithmetic errors discovered by UNOPS in the evaluation of the quotations, in accordance with Article 28 [*Minor Informalities, Errors or Omissions*].

UNOPS may use such information to interpret and evaluate the relevant quotation, but is under no obligation to take it into account.

Article 27 COMPLIANCE OF QUOTATIONS

UNOPS determination on whether a quotation is compliant will be based on the contents of the quotation itself.

A substantially compliant quotation is one that meets or exceeds the requirements under **Section V: Requirements**, and the evaluation criteria defined in **Section II: Evaluation Method and Criteria**, without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

(i) Affects in any substantial way the scope, quality or performance of the Works specified in **Section V: Requirements**;

(ii) Is inconsistent with the quotation documents or limits in any substantial way, UNOPS rights or the bidder's obligations under the Contract; or

(iii) If rectified, would unfairly affect the competitive position of other bidders presenting technically acceptable quotations.

If none of the quotations are substantially compliant, the most technically acceptable quotation can be considered for award.

Article 28 MINOR INFORMALITIES, ERRORS OR OMISSIONS

Provided that a quotation is technically acceptable, UNOPS may waive minor informalities, errors or omissions in the quotation that do not constitute a material deviation. This will only be the case if they are a matter of form rather than of substance that can be corrected or waived without being prejudicial to other bidders.

Provided that a quotation is technically acceptable, UNOPS may request the bidder to submit necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the quotation.

Provided that the quotation is technically acceptable, UNOPS shall correct arithmetic errors on the following basis:

(i) 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;

(ii) 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

(iii) 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 (i) and (ii) above.

If the bidder that is recommended for award as per the award criteria does not accept the correction of errors, its quotation shall be rejected and its bid security may be forfeited.

Article 29 PRELIMINARY EXAMINATION

Upon opening the quotations, UNOPS shall proceed to a preliminary examination of the quotations to confirm that all documents and technical documentation requested in Article 11 [*Content of Quotation Submissions*] have been provided, and to determine the completeness of each document. During the preliminary examination, UNOPS may reject any quotation that does not comply with the formal and eligibility requirements set out in **Section II: Evaluation Method and Criteria**, without further consultation with the bidder.

Quotations that 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.

Article 30 EVALUATION METHOD AND CRITERIA

UNOPS shall evaluate quotations and select a preferred bidder pursuant to **Section II: Evaluation Method and Criteria** of this RFQ.

Article 31 AWARD CRITERIA

In the event of a Contract award, UNOPS shall award the Contract to a bidder who has been determined eligible and qualified and whose quotation is lowest priced, most technically acceptable, as specified in **Section II: Evaluation Method and Criteria**. UNOPS reserves the right to conduct negotiations with the bidder recommended for award on the content of their quotation.

Article 32 NOTIFICATION OF AWARD

Prior to the expiration of the quotation validity period, UNOPS will notify the successful bidder in writing by email or post, that its quotation 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.

Article 33 SIGNING OF CONTRACT

At the same time as UNOPS notifies a successful bidder that its quotation has been accepted, UNOPS will invite the bidder, provided the bidder is successfully registered on the UNGM, to sign the final version of the Contract provided in the quotation documents, incorporating all agreements between the Parties.

Article 34 PUBLICATION OF CONTRACT AWARD AND DEBRIEFING PROCEDURES

UNOPS shall publish on its open data website and/or the UNGM website information on 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 a debrief must be received within ten (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. UNOPS shall promptly respond in writing to any unsuccessful bidder that requests a debriefing.

Article 35 OTHER UNOPS RIGHTS

Subject to preliminary examination of the quotation, UNOPS shall have no obligation to accept any quotation, including the quotation 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 RFQ;

(iii) Alter, terminate, suspend or defer the bid process or any part of or activity in it;

(iv) Consider, accept or reject any quotation that is non-conforming;

(v) Request, attend or conduct any Site inspection or clarification meeting;

(vi) Request, attend or observe any product, plant, equipment, bidder's premises 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 signature of a contract, without any liability toward the bidders and without providing any reason or notice to bidders.

Article 36 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 quotation; and

(iii) Be immediately returned to UNOPS in the event the bidder declines to respond to this RFQ, or in the event of a rejected or an unsuccessful quotation, within fifteen (15) days of being notified by UNOPS that its quotation 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 quotation, 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 RFQ 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.

Article 37 ETHICS AND CORRUPT PRACTICES

UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as throughout 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 bid process or the Contract that may be awarded as a result of this bid process. For the purposes of this provision, Proscribed Practices are defined in the UNOPS policy on vendor sanctions, and include:

- Corrupt practice: the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- Fraudulent practice: 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;
- Coercive practice: 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;
- Collusive practice: an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- Unethical practice: conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS; and/or
- Obstruction: acts or omissions by a bidder 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 quotation 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.

Article 38 AUDIT

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 of Article 37 [*Ethics and Corrupt Practices*], in connection with this bid process or any Contract that may be signed as a result of this bid process.

In cooperating with UNOPS, the bidder 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 that may be required to conduct such an investigation.

The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the quotation submitted by such bidder, and to terminate any Contract that may have been signed as a result of this bid process immediately upon written notice, without any liability for termination charges or any other liability of any kind for 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.

Article 39 BID PROTEST[1]

Any bidder that believes to have been unjustly treated in connection with this bid process may submit a complaint to the 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 bidder shall have requested a debrief further to Article 34 [*Publication of Contract Award and Debriefing Procedures*], and shall submit the bid protest within ten (10) calendar days of UNOPS providing the debrief. In the unlikely event that UNOPS does not provide a debrief within fifteen (15) calendar days of the bidder's request further to Article 34 [*Publication of Contract Award and Debriefing Procedures*], the bidder may present a bid protest within ten (10) calendar days of the expiry of said fifteen (15) calendar day period. For further details on bid protests, please refer to the UNOPS Procurement Manual.

Article 40 DATA PROTECTION

UNOPS will handle personal data that it obtains from the bidders, and all parties constituting the bidder, as a result of, or in connection with, the bid and award process, solely in accordance with its own legal framework.

“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 bid and award process.

By engaging in the bid 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 on the UNOPS website.

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.

Unless otherwise more specifically provided in the Contract, the bidder shall, at a minimum:

(i) process UNOPS personal data solely and exclusively in accordance with the requirements of the bid and award process, and shall not use UNOPS personal data for the bidder’s research, marketing, sales, promotional, or any other purposes;

[1] Following the UNOPS Procurement Manual, ‘bid protest’ is a term that without any limitations may apply to any procurement process, including the submission of bids for an ITB and the submission of quotations for an RFQ.

(ii) 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;

(iii) 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;

(iv) process UNOPS personal data in a manner that is adequate, relevant and limited to what is necessary for the purposes of the bid and award process, and ensure that UNOPS personal data is kept for no longer than is necessary to participate in the bid and award process;

(v) as and when requested by UNOPS, update or rectify UNOPS personal data to ensure its accuracy;

(vi) transfer UNOPS personal data to third parties, including the bidder or proposed subcontractors, only for the specific purposes of the bid and award process, and on terms and conditions equivalent to those set forth in this Article and Article 36 [*Confidentiality*];

(vii) 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 UNOPS on a regular basis of any measures taken by the bidder to address such data or security breach;

(viii) 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

(ix) 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.

The provisions of this Article shall survive any termination or expiration of the bid and award process.