

# **Request for Proposals (RFP) for Services**

## **Development of General Design with the Pre-feasibility study for Juzna Morava River**

RFP Ref No: UNOPS-EP-2016-S-029

## Invitation letter

Dear Sir/Madam,

**Subject: Request for Proposals for the Development of General Design with the Pre-feasibility study for Juzna Morava River – RFP Ref No.: UNOPS-EP-2016-S-029**

The United Nations Office for Project Services (hereinafter referred to as UNOPS) is pleased to invite prospective Offerors to submit a Proposal in accordance with the UNOPS General Conditions of Contract and the Schedule of Requirements as set out in this Request for Proposals (RFP).

The RFP consists of the following:

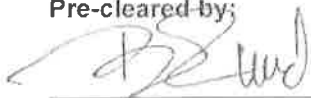
- This Invitation Letter
- Section I: RFP Particulars
- Section II: Instructions to Offerors
- Section III: Evaluation Criteria
- Section IV: Schedule of Requirements
- Section V: Returnable Bidding Forms
  - Form A: Proposal/No Proposal Confirmation Form
  - Form B: Checklist Form
  - Form C: Offeror Information Form
  - Form D: Joint Venture Partner Information Form
  - Form E: Proposal Submission Form
  - Form F: Financial Proposal Form
  - Form G: Technical Proposal Form
  - Form H: Proposal Security Form
  - Form I: Format for Resume of Proposed Key Personnel
  - Form J: Performance Statement Form
  - Form K: No Adverse Action Confirmation Form
  - Form L: Statement of Exclusivity and Availability
- Section VI: Contract Forms
  - VI-1: UNOPS General Conditions of Contract
  - VI-2: Special Conditions for Goods/Services – NOT USED
  - VI-3: UNOPS sample contract for services
  - VI-4: Performance Security Guarantee Form – NOT REQUIRED
  - VI-5: Advanced Payment Guarantee Form – NOT USED

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it to UNOPS by the deadline for Proposal submission set out in Section I: RFP Particulars.

Please acknowledge receipt of this RFP by returning Form A (see Section V, Returnable Bidding Forms) as far in advance of the Proposal opening date as possible, to the email address: [srpc.procurement@unops.org](mailto:srpc.procurement@unops.org) indicating whether or not you intend to submit a Proposal. If you are declining to Proposal, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

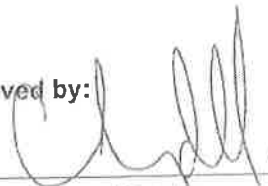
We look forward to receiving your Proposal.

Pre-cleared by:



Name: Bozidar Radivojevic  
 Title: Procurement Officer  
 Date: 11/04/2016

Approved by:



Name: Graeme Tyndall  
 Title: RSOC Manager  
 Date:

## Section I: RFP Particulars

The following specific data shall complement, supplement or amend the provisions in Section II: Instruction to Offerors. In case there is a conflict, the provisions herein shall prevail over those in Instructions to Offerors.

Instructions to Offerors Article	Particulars
Scope of Proposal (Article 1)	The services include the Development of General Design with the Pre-feasibility study for Juzna Morava River as further described in Section IV of this RFP.
Contact person for correspondence, notifications and requests for clarifications (Article 1)	<p>All correspondence, notifications and requests for clarifications in relation to this RFP shall be sent to:</p> <p><b><u>Srpc.procurement@unops.org</u></b>  <b>United Nations Office for Project Services</b>  <b>Procurement Unit</b></p> <p><b>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Article 23).</b></p>
Interpretation of the RFP (Article 2)	This RFP is conducted in accordance with the applicable provisions of UNOPS Procurement Manual (latest version of which can be accessed at: <a href="https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx">https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx</a> ) and other relevant Organisational Directives and Administrative Instructions that are referred to in the Procurement Manual. In case of contradictions between this RFP and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.
Offeror Eligibility (Article 4)	No nationalities are excluded from submitting a Proposal.
Clarifications (Article 7) and Amendments (Article 3)	<p>Requests for clarification from Offerors will not be accepted any later than 3 calendar days before the deadline for submission of proposals.</p> <p>Responses to requests for clarification and/or amendments shall be communicated to Offerors by posting responses on UNOPS website <a href="http://www.unops.org">www.unops.org</a>, LBHT web site (<a href="http://www.sagradimodom.org">www.sagradimodom.org</a>) and European PROGRES website (<a href="http://www.europeanprogres.org">www.europeanprogres.org</a>) under RFP Case No. UNOPS-EP-2016-S-029</p>
Clarification or Pre-Bid Meeting (Article 8)	A clarification meeting shall not be held.
Site Inspection (Article 9)	n/a
Exclusivity statement (Article 11)	Offerors shall submit Exclusivity and Availability Statements for all the proposed key experts in the form set out in Form L: Exclusivity and Availability Statement Form.
Proposal validity period (Article 13)	Proposals shall remain valid for acceptance by UNOPS for 120 days from the Deadline for Proposal Submission.

Partial Proposals (Article 14)	Partial Proposals shall not be allowed. Offerors must quote prices for the total services for the total requirement requested under Section IV: Schedule of Requirements. Evaluation will be done for the total requirement.
Alternative Proposals (Article 15)	Alternative Proposals are not accepted.
Proposal Currenc(ies) (Article 17)	Prices shall be quoted in RSD for domestic companies and in USD/EUR for international companies.
Duties and Taxes (Article 18)	All Proposals shall be submitted net of any direct taxes
Proposal Security (Article 19)	Offerors shall submit a Proposal security as part of the Proposal in the amount of RSD 250,000.00 (Two Hundred Fifty Thousand Republic of Serbia Dinars) in the form set out in Form H: Proposal Security Form. Any Proposal security will be in the same currency as stipulated in Article 17 Proposal currency(ies).
Language of Proposals (Article 21)	All Proposals, information, documents and correspondence exchanged between UNOPS and the Offerors in relation to this Proposal process shall be in English.
Deadline for Proposal Submission (Article 22)	All Proposals must be submitted by <b>12:00h, noon, CET on 4 May 2016</b> (Belgrade, Serbian time zone UTC+01:00)].

## Section II: Instruction to Offerors

### 1. SCOPE OF PROPOSAL

---

Offerors are invited to submit a Proposal for the services/goods specified in Section IV: Schedule of Requirements, in accordance with this RFP. A summary of the scope of the Proposal is included in **Section I: RFP Particulars**.

All correspondence and notification in relation to this RFP shall be sent to the contact person and address set out in **Section I: RFP Particulars**. Please note that the address for Proposal Submission may be different.

### 2. INTERPRETATION OF THE RFP

---

This RFP 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 Offeror and UNOPS and nothing in or in connection with this RFP shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful Offeror.

### 3. AMENDMENTS TO THE RFP

---

Prior to the deadline for Proposal Submission, UNOPS may at its discretion modify the RFP Documents by way of a written addendum. All written addenda to the RFP Documents shall form part of the RFP.

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

In order to give the Offerors reasonable time to take such modification into account, UNOPS may extend the Deadline for Proposal Submission as may be appropriate under the circumstances.

### 4. OFFEROR ELIGIBILITY

---

Offerors may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding contract with UNOPS.

An Offeror, and all parties constituting the Offeror, may have the nationality of any country with the exception of the nationalities, if any, listed in **Section I: Proposal Particulars**. An Offeror shall be deemed to have the nationality of a country if the Offeror is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

An Offeror shall not have a conflict of interest. Offerors must not be associated, or have 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 under this Request for Proposals.

An Offeror shall not be eligible to submit a Proposal if and when at the time of proposal submission, the Offeror:

- 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 UN/PD's suspended and removed vendors list;
- 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;

All Offerors 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 and requests that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process as further defined in Article 41.

If an Offeror does not have all the expertise required for the provision of the services/goods to be provided under the Contract, such Offeror may submit a Proposal 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 Proposal and the Contract that may be awarded to them as a result of this RFP;
- (ii) the Proposal 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 Proposal. 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.

## 5. ERRORS OR OMISSIONS

---

Offerors shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

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

## 6. OFFERORS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

---

Offerors shall be responsible to inform themselves in preparing their Proposal. In this regard, Offerors shall ensure that they:

- i. examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
- ii. review the RFP 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 requirements available on reasonable enquiry;
- iv. verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;
- v. attend any Clarification Meeting or Site Inspection if it is mandatory under this RFP;
- 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 supply of the goods/services; and
- vii. form their own assessment of the nature and extent of the services/goods required as included in Section IV: Schedule of Requirements and properly account for all requirements in their Proposal.

Offerors 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 RFP or any other information provided to the Offerors.

## 7. CLARIFICATION OF THE RFP

---

Offerors may request clarification of the RFP or Proposal process by submitting a written request to the contact stated in **Section I: RFP Particulars** up to the time stated in **Section I: RFP Particulars** and thereafter requests for clarification will not be accepted. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

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 directly to all Offerors that received the RFP directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, responses will be posted online without disclosing the names of the Offerors who submitted the requests for clarification.

## 8. CLARIFICATION OR PRE-PROPOSAL MEETING

---

Unless otherwise instructed in writing by UNOPS, a clarification or Pre-Proposal meeting will only be held if stated **Section I: RFP Particulars**, at the time and place and in accordance with any instructions set out in the **Section I: RFP Particulars**.

If it is stated in **Section I: RFP Particulars** that a clarification meeting shall be mandatory, an Offeror which does not attend the clarification meeting shall become ineligible to submit a proposal under this RFP.

The names of representatives of Offerors who will attend the clarification meeting shall be submitted in writing by Offerors to the UNOPS contact person listed in **Section I: RFP Particulars**, including the full name and position of each representative at least 1 working day before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from Offerors regarding the RFP or Proposal process during the clarification meeting. All questions shall be submitted in accordance with Article 7.

The clarification meeting shall be conducted for the purpose of providing background information only. Without limiting Article 6, Offerors 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 shall prepare minutes of the clarification meeting and communicate them in writing directly to all Offerors which received the Proposal documents directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, the minutes will be posted online without disclosing the names of the Offerors who attended the clarification meeting, shortly after the clarification meeting.

## 9. SITE INSPECTION

---

Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in **Section I: RFP Particulars**, at the time and place and in accordance with any instructions set out in **Section I: RFP Particulars**.

If it is stated in **Section I: RFP Particulars** that a site inspection shall be mandatory, an Offeror which does not attend the site inspection shall become ineligible to submit a proposal under this RFP.

Offerors participating in a site inspection shall be responsible for: making and obtaining any visa arrangements that may be required for the Offerors to participate in a site inspection.

Prior to attending a site inspection, Offerors 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 Offerors regarding the RFP or Proposal process during a site visit. All questions shall be submitted in accordance with Article 7.

A site visit will be conducted for the purpose of providing background information only. Without limiting Article 6, Offerors shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

## 10. DOCUMENTS COMPRISING THE PROPOSAL

---

The Proposal shall comprise the following:

- (a) Proposal Submission Form and the applicable Returnable Bidding Forms included in Section V;
- (b) Proposal Security if specified in **Section I: RFP Particulars**, in accordance with Instructions to Offerors Article 19, if required;
- (c) Documentary evidence as specified in Section III Evaluation Criteria to establish the Offeror's compliance with the applicable eligibility, formal, qualification and technical criteria.

## 11. EXCLUSIVITY AND AVAILABILITY STATEMENT

---

If so required in **Section I: RFP Particulars** each key expert profile requested in Section IV: Schedule of Requirements must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

- (a) The key experts proposed in the proposal must not be part of any other proposal being submitted for this RFP process. They must therefore engage themselves exclusively to the Offeror.
- (b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Schedule of Requirements and the offeror's proposal.

Having selected an offeror partly on the basis of an evaluation of the key experts presented in the offer, UNOPS expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the solicitation documents, UNOPS will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Offeror, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the proposal. The desire of an Offeror to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

## 12. REMUNERATION FOR AND COSTS OF PROPOSALS

---

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

Offerors acknowledge that their participation in any stage of the solicitation process for this RFP is at the Offerors' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by Offerors in the preparation and submission of Proposals or participation in the solicitation process, including as part of any clarification meeting or site inspection.

UNOPS is not liable to Offerors for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the RFP or Offerors' participation in the solicitation process, including where:

- (i) clarifications and addenda are provided or not provided to Offerors;
- (ii) an Offeror is not selected or not engaged to carry out the services;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the Proposal process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the RFP in whole or in part; or
- (v) UNOPS exercises any other rights under the RFP.

## 13. PROPOSAL VALIDITY PERIOD

---

Proposals shall remain valid for acceptance by UNOPS for the entire period set out in **Section I: RFP Particulars**. A Proposal valid for a shorter period of time shall not be further considered.

Prior to expiration of the Proposal validity period, UNOPS may request in writing that the Offerors extend the validity of their Proposals with the same conditions. The Proposal of Offerors who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

## 14. PARTIAL PROPOSALS

---

Offerors must offer services/goods for the total requirement requested under Section III: Schedule of Requirements unless if so stated in **Section I: RFP Particulars**. Proposals offering only part of the requirements may be rejected unless permitted otherwise in **Section I: RFP Particulars**.

If indicated in **Section I: RFP Particulars** that Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, Offerors must offer 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in Section III, Evaluation Criteria.

## 15. ALTERNATIVE PROPOSALS

---

Offerors shall not submit more than one Proposal per Offeror in this RFP process, with the exception of alternative offers if so provided for in **Section I: RFP Particulars**. Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative Proposal.

If **Section I: RFP Particulars** states that alternative Proposals shall not be accepted, then these will not be evaluated. If an Offeror submits more than one Proposal:

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

## 16. PROPOSAL PRICES AND DISCOUNTS

---

The prices and discounts quoted by the Offeror in the Financial Proposal Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Financial Proposal Form.

The Offeror shall quote any unconditional discounts and indicate the method for their application in the Financial Proposal Form.

If applicable, the terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2010 edition of Incoterms, published by The International Chamber of Commerce. The Incoterms rules and place of destination is specified in Section IV: Schedule of Requirements.

Prices quoted by the Offeror shall be fixed during the Offeror's performance of the Contract and not subject to variation on any account, unless otherwise specified in **Section I: RFP Particulars**. A Proposal submitted with an adjustable price shall be treated as non compliant and shall be rejected, pursuant to Instructions to Offerors Article 27. However, if in accordance with **Section I**, prices quoted by the Offeror shall be subject to adjustment during the performance of the Contract, a Proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in **Section I: RFP Particulars** Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Offerors wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

## 17. PROPOSAL CURRENC(IES)

---

Prices in the Proposal shall be quoted in the currenc(ies) stated in **Section I: RFP Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the Proposal prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Proposal Submission.

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

## 18. 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 Proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: RFP Particulars**.

## 19. PROPOSAL SECURITY

---

The Offeror shall furnish as part of its Proposal, a Proposal Security, if required in **Section I: RFP Particulars**.

The Proposal Security shall be in the amount specified in **Section I: RFP Particulars** and shall:

- (a) Be in the same currency as stipulated in Instructions to Offerors, Article 17.
- (b) Be in the form of a Proposal bond, a bank guarantee or irrevocable Letter of Credit issued by an accredited bank, acceptable to UNOPS, in the form provided in the solicitation documents, or another form acceptable to UNOPS and valid for thirty (30) days beyond the period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period. Any unsecured Proposal may be rejected by UNOPS.

Unsuccessful Offerors' Proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period.

The successful Offeror(s)' Proposal securities will be discharged/returned upon the Offeror executing the contract, pursuant to Article 34, Signing of Contract.

The Proposal security may be forfeited:

- a. If a Offeror withdraws its Proposal during the period of Proposal validity specified by the Offeror on the Proposal submission form; or
- b. In the case of the successful Offeror, if the Offeror fails to sign the contract in accordance with Article 34, Signing of Contract.

## **20. FORMAT AND SIGNING OF PROPOSALS**

---

The Proposal shall be typed and shall be signed in indelible ink by the Offeror or a person or persons duly authorized to bind the Offeror to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Offeror, hand written corrections to the Proposal may be made before the submission and/or the Deadline for Proposal Submission. In this case, such corrections shall be initialled by the person or persons who signed the Proposal.

## **21. LANGUAGE OF PROPOSALS**

---

All Proposals, information, documents and correspondence exchanged between UNOPS and the Offerors in relation to this Proposal process shall be in the language set out in **Section I: RFP Particulars**.

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

## **22. DEADLINE FOR PROPOSAL SUBMISSION**

---

All Proposals shall be received by UNOPS by no later than the time and date set out in **Section I: Proposal Particulars**. It shall be the sole responsibility of the Offerors to ensure that their Proposal is received by the Closing Date. Proposals submitted after the Deadline for Proposal Submission shall be rejected.

UNOPS may, at its discretion, extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with Article 3 Amendment of solicitation documents. In this case, all rights and obligations of UNOPS and Offerors previously subject to the deadline, will thereafter be subject to the new deadline as extended.

## **23. PROPOSAL SUBMISSION**

---

All Proposals shall be submitted to UNOPS in accordance with the requirements set out in this RFP, including in **Section I: Proposal Particulars**.

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

## **24. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS**

---

Prior to the Deadline for Proposal Submission, an Offeror may withdraw, substitute, or modify its submitted Proposal by sending a written notice to UNOPS. However, after the Deadline for Proposal Submission, the Proposals shall remain valid and open for acceptance by UNOPS for the entire Proposal Validity Period, as may be extended.

Proposals for which withdrawal has been requested prior to the deadline for submission of the Proposals shall be made available for collection by the Offeror that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such Proposal unopened without further notice to the Offeror. UNOPS shall not be responsible to return the Proposal to the Offeror at UNOPS' cost.

## **25. OPENING OF PROPOSALS**

---

Technical Proposals will be opened by a UNOPS bid opening panel consisting of at least two personnel. Offerors shall not attend the technical proposal opening, unless specified in **Section I: RFP Particulars**.

Financial proposals will be opened only for proposals that achieve the minimum technical threshold according to Article 30, Evaluation of Proposals.

## **26. CLARIFICATION OF PROPOSALS**

---

UNOPS may request clarification or further information in writing from the Offerors at any time during the evaluation process. The Offerors' responses shall not contain any changes regarding the substance or price of the Proposal, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the Proposals, in accordance with Instructions to Offerors Article 28.

UNOPS may use such information in interpreting and evaluating the relevant Proposal but is under no obligation to take it into account

## **27. COMPLIANCE OF PROPOSALS**

---

UNOPS's determination of a Proposal's compliance is to be based on the contents of the Proposal itself.

A substantially compliant Proposal is one that meets or exceeds the requirements under the Schedule of Requirements and obtains the minimum required number of technical points defined in the Evaluation Criteria, without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Services/Goods specified in the Schedule of Requirements; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Offeror's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Offerors presenting substantially compliant Proposals.

If a Proposal is not substantially compliant to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made compliant by the Offeror by correction of the material deviation, reservation, or omission.

## **28. MINOR INFORMALITIES, ERRORS, OR OMISSIONS**

---

Provided that a Proposal is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Proposal that do not constitute a material deviation. These are a matter of form and not of substance that can be corrected or waived without being prejudicial to other Offerors.

Provided that a Proposal is substantially compliant, UNOPS may request the Offeror to submit the necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the Proposal.

Provided that the Proposal is substantially compliant, UNOPS shall correct arithmetical errors on the following basis:

- (a) 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;
- (b) 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
- (c) 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 (a) and (b) above.

If the Offeror that is recommended for award as per the award criteria does not accept the correction of errors, its Proposal shall be rejected and its Proposal Security may be forfeited.

## 29. PRELIMINARY EXAMINATION

Upon opening of the Proposals, UNOPS shall proceed to a preliminary examination of the Proposals to confirm that all documents and technical documentation requested in Instructions to Offerors Article 10, Documents comprising the Proposal, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any Proposal during the preliminary examination which does not comply with the formal and eligibility requirements set out in Section III: Evaluation criteria, without further consultation with the Offeror.

Proposals which 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.

## 30. EVALUATION OF PROPOSALS

To evaluate a Proposal, UNOPS shall only use all the methodologies and criteria defined in the RFP. No other criteria or methodology shall be permitted.

All Proposals found substantially compliant with the formal and eligibility criteria under Article 29, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in Section III: Evaluation Criteria). Only Offerors meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
2. A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared. The total number of points which an Offeror may obtain for its Technical and Financial Proposals is stated in Section III: Evaluation Criteria and which shall have either a weighting of 70%-30% (Technical Proposal-Financial Proposal) or 60%-40% (Technical Proposal-Financial Proposal).
  - a. Evaluation of Technical Proposal is evaluated on the basis of its compliance to Section IV: Schedule of Requirements, in accordance with the technical criteria points specified in Section III: Evaluation Criteria. Each Proposal will be given a technical score. A Proposal shall be deemed not substantially compliant at this stage if it does not achieve the minimum technical threshold indicated in Section III: Evaluation Criteria and if so, it will not be evaluated further.
  - b. Financial Proposals will only be opened for the Offerors that achieve the minimum technical threshold. Proposals scoring above threshold shall be checked for any arithmetic errors in computation and summation following Article 28. The maximum number of points for the Financial Proposals is as stated in Section III: Evaluation Criteria. This maximum number of points will be allocated to the lowest price Financial Proposal. Financial Proposals from other offerors will receive points in reverse proportion according to the following formula:

$$\text{Points for the Financial Proposal being evaluated} = \frac{[\text{Maximum number of points for the Financial Proposal}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$$

Example: Maximum number of Financial Proposal points is 30 points. Offeror A's price is the lowest at \$10.00. Offeror A receives 30 points.

Offeror B's price is \$20.00. Offeror B receives  $(\$10.00/\$20.00) \times 30 = 15$  points

After completion of the evaluation but prior to award, UNOPS reserves the right to conduct background checks on the Offeror recommended for award, to confirm the Offeror meets the eligibility, qualifications and technical requirements set forth in this RFP and to reject Offerors not deemed to have met such requirements. Offerors shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Offeror's premises.

## 31. AWARD CRITERIA

In the event of a Contract award, UNOPS shall award the Contract to an Offeror who has been determined as eligible and qualified and whose proposal has obtained the overall highest score on the cumulative analysis evaluation of the Technical and Financial proposals, as specified in Article 30. UNOPS reserves the right to conduct negotiations with the Offeror recommended for award on the content of their Proposal.

## 32. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Section IV, Schedule of Requirements, provided this does not exceed the percentages specified in Section IV: Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Proposal and the RFP.

### **33. NOTIFICATION OF AWARD**

Prior to the expiration of the period of Proposal validity, UNOPS will notify the successful Offeror in writing by email or post, that its Proposal has been accepted. The notifications of award will constitute the formation of the contract. Please note that the Offeror, 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.

### **34. SIGNING OF CONTRACT**

At the same time as UNOPS notifies a successful Offeror that its Proposal has been accepted, UNOPS will invite the Offeror, provided the Offeror is successfully registered on the UNGM, to sign the final version of the Contract provided in the Bidding Documents, incorporating all agreements between the parties.

### **35. PERFORMANCE SECURITY**

Within the number of days as specified in **Section I: RFP Particulars** of receipt of the Contract from UNOPS, the successful Offeror, if required, shall furnish the Performance Security using for that purpose the Performance Security Form included in Section VI Contract Forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Proposal Securities of the unsuccessful Offerors pursuant to Instructions to Offerors Article 19.

Failure of the successful Offeror to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security. In that event UNOPS may award the Contract to the next lowest evaluated Offeror, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

### **36. PAYMENT TERMS**

UNOPS will ordinarily effect payment within 30 days after receipt of the goods/services and on submission of payment documentation unless otherwise stated in **Section I: Bid Particulars**. 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.

Unless otherwise stated in **Section I: RFP Particulars**, UNOPS will not accept requests from Offerors to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in **Section I: RFP Particulars**, a request from the Offeror for advance payment shall be justified in writing by the Offeror in its Proposal. This justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount. If such request is duly accepted by UNOPS, UNOPS may require the Offeror to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section VI Contract Forms, or another Form acceptable to UNOPS.

### **37. CONTRACT MANAGEMENT**

UNOPS will continuously manage the contractor's performance during the entire contract period and will conduct performance evaluation based on Key Performance Indicators (KPIs) or Service Level Agreements (SLA) if so specified in Section IV: Schedule of Requirements.

Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract, if the Contractor fails to deliver any or all of the goods by the date(s) of delivery or perform the services tied to the delivery of goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated in **Section I: Bid Particulars**, deduct from the Contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

### **38. 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 RFP. After publication of the award, unsuccessful Offerors may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their Proposals were not selected. UNOPS shall promptly respond in writing to any unsuccessful Offeror who, after Publication of contract award, requests a debriefing.

### **39. OTHER UNOPS RIGHTS**

Subject to Article 29, UNOPS shall have no obligation to accept any Proposal, including the Proposal with the lowest price.

UNOPS may, in its absolute discretion, do all or any of the following:

- (i) require additional information from Offerors;
- (ii) change the structure and timing of the RFP;
- (iii) alter, terminate, suspend or defer the Proposal process or any part of or activity in it;
- (iv) consider or accept or reject any Proposal 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 Proposal process at any time prior to the award of a contract, without any liability toward the Offerors and without providing any reason or notice to Offerors.

### **40. CONFIDENTIALITY**

All information and documents provided to the Offerors by UNOPS shall be treated as confidential by the Offerors and shall:

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing a Proposal; and
- (iii) be immediately returned to UNOPS in the event the Offeror declines to respond to this RFP, or, in the event of a rejected or an unsuccessful Proposal, within fifteen days of being notified by UNOPS that its Proposal was rejected or unsuccessful.

All information and documents provided to the Offerors 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 Offeror in preparing the Proposal, provided the Offeror 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 RFP lawfully in the possession of the Offeror through a party other than UNOPS;
- (iv) if required by law, and provided that the Offeror 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.

### **41. ETHICS AND CORRUPT PRACTICES**

UNOPS requires that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process. Therefore, all Offerors shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the Proposal process and any contract that may be awarded a result of this Proposal 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 Offerors or parties involved in this Proposal process or in the project underlying this Proposal process;
- (iii) have not engaged, or attempted to engage, in any Proscribed Practices in connection with this RFP process or the contract that may be awarded as a result of this RFP process. For the purposes of this provision, Proscribed Practices are defined in the UNOPS Vendor Sanctions Procedures, and include:

- A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- A fraudulent practice is 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;
- A coercive practice is 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;
- A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- An 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;
- Obstruction: Acts or omissions by a Vendor that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

In the event that a Offeror fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the Proposal submitted by such Offeror, and to terminate any contract that may have been awarded as a result of this Proposal process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the Offeror may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

#### **42. 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.

#### **43. BID PROTEST**

---

Any Offeror that believes to have been unjustly treated in connection with this RFP process or any contract that may be awarded as a result of such Proposal 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).

## Section III: Evaluation Criteria

UNOPS's evaluation of a Proposal shall take into account, the following evaluation criteria.

**Eligibility and Formal Criteria** – evaluated on Pass/Fail basis and checked during Preliminary Examination

Criteria	Documents to establish compliance with the criteria
1. Offeror is eligible as defined in Instructions to Offerors, Article 4	<ul style="list-style-type: none"> <li>• Form C: Offeror Information Form</li> <li>• Form D: Joint Venture Partner Information Form, all documents as required in the Form, in the event that the Proposal is submitted by a Joint Venture.</li> <li>• Form E: Proposal Submission Form</li> </ul>
2. Completeness of the Proposal. All documents and technical documentation requested in Instructions to Offerors Article 10 have been provided and are complete	<ul style="list-style-type: none"> <li>• All documentation as requested under Instructions to Offerors Article 10, Documents Comprising the Proposals</li> </ul>
3. Offeror accepts UNOPS General Conditions of Contract as specified in Section VI	<ul style="list-style-type: none"> <li>• Form E: Proposal Submission Form</li> </ul>
4. Proposal Security	<ul style="list-style-type: none"> <li>• Form H: Proposal Security Form</li> </ul>
5. Offer submitted before the deadline	
6. Technical and financial offers submitted in separate sealed envelopes	
7. Proposal submitted in English language	
8. Proposal submission form is completed correctly and has been properly signed	
9. The offer validity is in accordance with the requirements	
10. Bidder has registered on UNGM	
11. Financial statements and solvency reports for last 3 years	<i>Financial statements and solvency reports for last 3 years</i>
12. Letter of recommendation in producing General Design with pre-feasibility study	<i>Letter of recommendation #1</i>
13. Letter of recommendation (offeror, or member of group, or sub-contractor) for the execution of geodetic surveys for similar projects at 1st category rivers	<i>Letter of recommendation #2</i>
14. Letter of recommendation (offeror, or member of group, or sub-contractor) for the execution of hydrological and hydraulic research for similar projects at 1st category rivers	<i>Letter of recommendation #3</i>
15. Reference list of all completed/on-going Projects	<i>Reference list of all completed/on-going Projects</i>

16. Signed contracts supported with Recommendation letter or invoice signed by previous investors for the development of the Technical Documentation for similar Projects	<i>Contract/Recommendation letter #1 Contract/Recommendation letter #2 Contract/Recommendation letter #3</i>
17. Professional license P080G3	<i>Professional license P080G3</i>
18. Document from Business Registers Agency	<i>Document from Business Registers Agency</i>
19. Tax administration receipts that the company paid all local and national taxes	Tax administration receipts
20. Proposed work plan and approach	Proposed work plan and approach
21. Time schedule and manpower estimate	Time schedule and manpower estimate
22. CV and licence of Team Leader	<i>CV &amp; License</i>
23. CVs and licences of Civil Engineers with a licence no. 313 or 314	<i>CV &amp; License #1 CV &amp; License #2 CV &amp; License #3</i>
24. CVs and licences of Forestry Engineers with a licence no. 375	<i>CV &amp; License #1 CV &amp; License #2</i>
25. CVs and licences of Geodetic Engineers with a licence no. 372	<i>CV &amp; License #1 CV &amp; License #2</i>
26. CVs and licences of Geological Engineers with a licence no. 391 or 392	<i>CV &amp; License #1 CV &amp; License #2</i>
27. CV and licence of Civil Engineers with a licence no. 312 or 315 or 318	<i>CV &amp; License #1</i>

**Qualification criteria** – evaluated on Pass/Fail basis

<b>Criteria</b>	<b>Documents to establish compliance with the criteria</b>
1. Financial capability. Offerors should have annual sales turnover of minimum RSD 75,000,000.00 (Seventy Five Million Republic of Serbian Dinar), in the last three years.	<ul style="list-style-type: none"> <li>Copies of financial statements and solvency reports for the last three years</li> </ul>
2. Offeror should be in continuous business of supplying similar services as specified in the 'Schedule of requirements' during the last 5 (five) years prior to Proposal opening.	<ul style="list-style-type: none"> <li>Certification of incorporation of the Offeror</li> <li>Form J: Performance Statement Form</li> <li>Document from Business Registers Agency (not be older than 6 months from the date of the proposal)</li> </ul>
3. Offeror has paid all local and national taxes.	<ul style="list-style-type: none"> <li>Tax administration receipts that the company paid all local and national taxes or the proof that they are on the vendors/qualified bidders list with the Business Registers Agency to be provided. Document should not be older than 6 months from the date of the proposal.</li> </ul>

<p>4. Minimum 1 reference and Letter of recommendation in producing General Design with pre-feasibility study, for river regulation/flood protection at 1st category rivers, during the last 5 years.</p>	<ul style="list-style-type: none"> <li>• <i>Letter of recommendation #1</i></li> </ul>
<p>5. Offeror, or member of group, or sub-contractor has to provide minimum 1 reference and Letter of recommendation for the execution of geodetic surveys for similar projects at 1st category rivers (including underground water survey of the riverbed) during the last 5 years (according Annexe 2 of Section 4 : UNOPS terms of reference).</p>	<ul style="list-style-type: none"> <li>• <i>Letter of recommendation #2</i></li> </ul>
<p>6. Offeror, or member of group, or sub-contractor has to provide minimum 1 references and Letter of recommendation for the execution of hydrological and hydraulic research for similar projects at 1st category rivers during the last 5 years (according Annexe 1 of Section 4: UNOPS terms of reference).</p>	<ul style="list-style-type: none"> <li>• <i>Letter of recommendation #3</i></li> </ul>
<p>7. The Offeror shall provide signed contracts supported with Recommendation letter or invoice signed by previous investors for the development of the Technical Documentation for similar Projects. The aggregate amount of all contracts should be minimum RSD 20,000,000.00 in the last 5 years</p>	<ul style="list-style-type: none"> <li>• <i>Contract/Recommendation letter #1</i></li> <li>• <i>Contract/Recommendation letter #2</i></li> <li>• <i>Contract/Recommendation letter #3</i></li> </ul>
<p>8. The Offeror shall provide the following professional company licences:  - P080G3 – Hydraulic engineering projects for flood protection of urban and rural areas bigger than 300 ha,</p>	<ul style="list-style-type: none"> <li>• <i>Professional license P080G3</i></li> </ul>
<p>9. CV of Team Leader provided  Team Leader must have background in river regulation/flood protection projects at 1st category rivers with minimum 10 years of experience and valid licence for responsible designer no 313 or 314 issued by Serbian Chamber of Engineers (or accredited by Serbian Chamber of Engineers). Team Leader must prove relevant professional experience in at least 2 studies and general designs of river basins larger than 500 km<sup>2</sup> during the last 10 years.</p>	

<p>10. CV of Team Members provided List of proposed Design Team members/responsible designers as well as the personal CVs and copies of valid professional licences issued by Serbian Chamber of Engineers (or accredited by Serbian Chamber of Engineers). At least 10 key experts from the Team members/responsible designers must have 5 years of experience in design and valid licences:</p> <ul style="list-style-type: none"> <li>- Three with licence no. 313 or 314;</li> <li>- Two with licence no. 375;</li> <li>- Two with licence no. 372,</li> <li>- Two with licence no. 391 or 392;</li> <li>- One with licence no. 312 or 315 or 318,</li> </ul> <p>all issued by Serbian Chamber of Engineers (or accredited by Serbian Chamber of Engineers). All key experts must prove relevant professional experience with at least 1 studies and general designs in the last 5 years.</p>	
<p>11. There should not be any adverse report regarding the supplies for at least five years preceding the date of Proposal opening.</p>	<ul style="list-style-type: none"> <li>• Form K: No Adverse Action Confirmation Form</li> </ul>

**Technical criteria** – evaluated based on a cumulative analysis methodology

Criteria	Documents to establish compliance with the criteria
<p>Evaluation will be conducted based on the cumulative analysis of Technical and Financial Proposals with a weighting of 70%-30% (Technical Proposal-Financial Proposal)</p> <p>The total number of points which an Offeror may obtain for its proposal is as follows:</p> <ul style="list-style-type: none"> <li>• Technical Proposal = 70 points</li> <li>• Financial Proposal = 30 points</li> </ul> <p>The maximum number of technical points is detailed in the below <u>Technical Proposal Evaluation sections</u>.</p> <p>Only bidders meeting the mandatory criteria will advance to the technical evaluation in which a maximum possible 70 points may be determined. An evaluation committee appointed by UNOPS will carry out the technical evaluation applying the evaluation criteria and point's ratings as listed below. In order to advance beyond Phase I of the detailed evaluation process to Phase II (financial evaluation) a proposal must have achieved a minimum cumulative average score of 49 points.</p>	<ul style="list-style-type: none"> <li>• Form G: Technical Proposal Form</li> <li>• Proposed work plan and approach</li> <li>• Time schedule and manpower estimate</li> <li>• Form I: Format for Resume of Proposed Key Personnel</li> </ul>

Technical Proposal Evaluation sections:

Section number/description		Points Obtainable
1.	Offerors qualification, capacity and expertise	20
2.	Proposed Methodology, Approach and Implementation Plan	15
3.	Key Personnel proposed	35
<b>Total Technical Proposal points</b>		<b>70</b>

Section 1: Offeror's qualification, capacity and expertise		Points
1.1	<p>Experience of the organisation, general organizational capability and reputation of the firm which is likely to affect implementation of the design (description of the firm and background material to be provided):</p> <ul style="list-style-type: none"> <li>• Company with 3 years of experience in similar designs since registration date and the company licence P080G3 – hydraulic engineering projects for flood protection of urban and rural areas - <b>4 points</b></li> <li>• From 4 to 7 years of experience in similar activities since registration date and the company licence P080G3 – <b>additional 2 points</b></li> <li>• More than 7 years of experience in similar activities since registration date and the company licence P080G3 - <b>additional 2 points</b>.</li> </ul> <p><b>(maximum of 8 points)</b></p>	8
1.2	<p>General organizational capability which is likely to affect implementation i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls;</p> <p><b>(maximum 2 points)</b></p>	2
1.3	<ul style="list-style-type: none"> <li>- Offeror, or member of group, or sub-contractor has to provide minimum 1 reference and Letter of recommendation for the execution of geodetic surveys for similar projects at 1st category rivers (including underground water survey of the riverbed) during the last 5 years</li> <li>- Offeror, or member of group, or sub-contractor has to provide minimum 1 references and Letter of recommendation for the execution of hydrological and hydraulic research for similar projects at 1st category rivers during the last 5 years</li> </ul> <p><b>This will carry 5 points.</b></p> <p>From 3 to 4 similar projects – <b>additional 2 points</b> 5 or more similar project – <b>additional 3 points</b></p> <p><b>(maximum 10 points for the overall experience)</b></p>	10
<b>Total points for section</b>		<b>20</b>

<b>Section 2: Proposed Methodology, Approach and Implementation Plan</b>		<b>Points</b>
2.1	Expected outputs well described within the proposal and they are furthermore realistic, achievable and contribute to desired objectives <b>(maximum 5 points)</b>	5
2.2	Explain how you will identify, approach and work with the relevant stakeholders/beneficiaries and access sources of information <b>(maximum 5 points)</b>	5
2.3	Time schedule and manpower estimates: explain and justify your scheduling of tasks to achieve the results and outputs according to the schedule required in the TOR. Explain how you plan to provide the outputs throughout the organigramme <b>(maximum 5 points)</b>	5
<b>Total points for section</b>		<b>15</b>

<b>Section 3: Key personnel proposed</b>		<b>Points</b>
3.1	Qualifications of the combined expertise of the proposed team consisted of Team Leader, Team Members/Core Experts and all other supporting personnel including their previous experience working as a team <b>(maximum 3 points)</b>	3
3.2	<p><b>Team Leader</b> must have background in river regulation/flood protection projects at 1<sup>st</sup> category rivers with minimum 10 years of experience and valid licence for responsible designer no 313 or 314 issued by Serbian Chamber of Engineers (or accredited by Serbian Chamber of Engineers). Team Leader must prove relevant professional experience in at least 2 studies and general designs of river basins larger than 500 km<sup>2</sup> during the last 10 years.</p> <ul style="list-style-type: none"> <li>• Team leader with minimum 2 studies and general designs of river basins larger than 500 km<sup>2</sup> - <b>7 points</b></li> <li>• From 3 to 4 studies and general designs of river basins larger than 500 km<sup>2</sup> – <b>additional 5 points</b></li> <li>• More than 4 studies and general designs of river basins larger than 500 km<sup>2</sup> - <b>additional 3 points</b>.</li> </ul> <p><b>(maximum 15 points)</b></p>	17

3.3	<p><b>Team Members</b> - List of proposed Design Team members/responsible designers as well as the personal CVs and copies of valid professional licences issued by Serbian Chamber of Engineers (or accredited by Serbian Chamber of Engineers).</p> <p>At least 10 key experts from the Team members/responsible designers must have 5 years of experience in design and valid licences:</p> <ul style="list-style-type: none"> <li>• Three with licence no. 313 or 314;</li> <li>• Two with licence no. 375;</li> <li>• Two with licence no. 372,</li> <li>• Two with licence no. 391 or 392;</li> <li>• One with licence no. 312 or 315 or 318,</li> </ul> <p>All key experts must prove relevant professional experience with at least 1 studies and general designs in the last 5 years.</p> <p><b>8 points</b></p> <ul style="list-style-type: none"> <li>• Any additional similar in scope design (general, preliminary or detailed) of any Team Member brings additional one point per project up to <b>4 points</b>.</li> </ul> <p><b>(maximum 12 points)</b></p>	
3.4	<p>The rest of the team (contract management, office backstopping, support and administration staff) needs to have education background or work experience that is relevant to the requirements of this ToR. For this purpose the Bidder shall provide the company's organisation chart.</p> <p><b>Maximum 5 points</b></p>	
<b>Total points for section</b>		<b>35</b>

## Section IV: Schedule of Requirements

Terms of Reference is attached.

## Section V: Returnable Bidding Forms

**Note to Offerors: Instructions to complete each Form are highlighted in blue in each Form. Please complete the Returnable Bidding Forms as instructed and return them as part of their Proposal submission.**

This Section comprises the following Returnable Bidding Forms:

- Form A: Proposal/No Proposal Confirmation Form
- Form B: Checklist Form
- Form C: Offeror Information Form
- Form D: Joint Venture Partner Information Form
- Form E: Proposal Submission Form
- Form F: Financial Proposal Form
- Form G: Technical Proposal Form
- Form H: Proposal Security Form
- Form I: Format for Resume of Proposed Key Personnel
- Form J: Performance Statement Form
- Form K: No Adverse Action Confirmation Form
- Form L: Statement of Exclusivity and Availability

## Form A: Proposal/No Proposal Confirmation Form

If after assessing this opportunity you have made the determination not to submit your proposal, we would appreciate if you could return this form indicating your reasons for non-participation.

Date:

To: UNOPS (Insert name and office of contact person) Email (Insert UNOPS contact person's email (do not enter secure bid email address))  
 From: [Insert name of Offeror]  
 Subject RFP reference [insert ref]

Insert an X where applicable	Description
	<b>YES</b> , we intend to submit a proposal.
	<b>NO</b> . We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Insert an X where applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications/terms of reference
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for quotation purposes is insufficient
	Your RFP is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements
	We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons):
	We would like to receive future RFPs for this type of goods
	We don't want to receive RFPs for this type of goods

If UNOPS has questions to the Offeror concerning this NO BID, UNOPS should contact Mr./Ms. ( ), phone ( ), email ( ), who will be able to assist.

## Form B: Proposal Checklist Form

Offerors are requested to complete this form and return it as part of their Proposal submission.

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

**Before submitting your Proposal, please ensure compliance with the instructions included in Section I: RFP Particulars, Article 23, Proposal Submission**

### TECHNICAL PROPOSAL ENVELOPE:

Activity	Yes/No/NA	Page # in your Proposal	If NO provide comment
<b>Have you duly completed all the Returnable Bidding Forms?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form B: Checklist Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form C: Offeror Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form D: Joint Venture Partner Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form E: Proposal Submission Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form G: Technical Proposal Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form H: Proposal Security Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form I: Form I: Format for Resume of Proposed Key Personnel	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form J: Performance Statement Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form K: No Adverse Action Confirmation Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form L: Statement of Exclusivity and Availability	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
<b>Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Financial statements and solvency reports for last 3 years	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Three Letters of recommendation	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Reference list of all completed/on-going Projects	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Three Contracts/Recommendation letters	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Professional license P080G3	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Document from Business Registers Agency	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Tax administration receipts that the company paid all local and national taxes	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Proposed work plan and approach	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

• Time schedule and manpower estimate	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• CV and License of Team Leader	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• CVs of responsible engineers/Team Members	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Three CVs and Licenses of Civil Engineers with a license no. 313 or 314	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Two CVs and Licenses of Forestry Engineers with a license no. 375	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Two CVs and Licenses of Geodetic Engineers with a license no. 372	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Two CVs and Licenses of Geological Engineers with a license no. 391 or 392	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• CV and License of Civil Engineer with a license no. 312 or 315 or 318	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

**FINANCIAL PROPOSAL ENVELOPE (to be submitted in a separate envelope)**

Activity	Yes/No/NA	Page # in your Proposal	If NO provide comment
• Form F: Financial Proposal Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

## Form C: Offeror Information Form

The Offeror shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

### 1. Background and Expertise of Organization:

<b>Full legal name of Offeror</b>	[complete]
<b>What year was your firm/organization established?</b>	[complete]
<b>Address of registered office</b>	[complete]
<b>Name of Offeror Representative</b>	[complete]
<b>Has your firm/organization ever filed or petitioned for bankruptcy? (If YES, explain in detail the reasons why, filing date, and current status.)</b>	[complete]

### 2. UNGM Registration and UNOPS Vendors

As part of the Proposal, it is desired that the Offeror goes to the United Nations Global Marketplace (UNGM) registration website: <https://www.ungm.org/Vendor/Registration> and fills out the registration.

If the Offeror is already registered with UNGM, please provide your UNGM registration number in the table below and please ensure that your firm's information on UNGM is current.

The Offeror may still Proposal even if not registered with the UNGM. However, if the Offeror is selected for Contract award, the Offeror must register on the UNGM prior to Contract signature.

<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNOPS vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNOPS vendor ID]

### 3. Contact details of persons that UNOPS may contact for requests for clarification during Proposal evaluation:

<b>Name/Surname</b>	[complete]
<b>Title</b>	[complete]
<b>Tel Number (direct)</b>	[complete]
<b>Email address (direct):</b>	[complete]

PS: This person must be available during the next two weeks following receipt of Proposal

## Form D: Joint Venture Partner Information Form

[The Offeror shall fill in this Form in accordance with the instructions indicated below].

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

<b>JV / Consortium/ Association Information</b>	
<b>Name</b>	[complete]
<b>Names of each partner and contact information</b> (address, telephone numbers, fax numbers, e-mail address)	[complete]
<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[complete]
<b>Proposed proportion of responsibilities between partners (in %) with indication of the type of the services to be performed by each</b>	[complete]

### Signatures of all partners of the JV:

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract.

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Form E: Proposal Submission Form

Offerors are requested to complete this form, sign it and return it as part of their Proposal submission. The Offeror shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date: [Insert submission date]

**Subject: Proposal for the supply of [Insert a brief description of goods/services] in [Name of country/city], RFP Case No.[insert RFP ref number], dated [insert date]**

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding documents, including amendments No.: (Insert the number and issuing date of each amendment);
- b. We offer to supply in conformity with the Bidding documents, including the UNOPS General Conditions of Contract and in accordance with the Schedule of Requirements
- c. Our Proposal shall be valid for the period of time of [insert number of days which shall not be less than the specified in Section I: Proposal Particulars, Period of Validity of Proposals] from the date fixed for the Proposal submission deadline as set out in the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our Proposal is accepted, and if so requested in Section I: Proposal Particulars, we commit to obtain a performance security, in accordance with Instructions to Offerors Article 35 and the General Conditions of the Contract;
- e. We have no conflict of interest in any activity that would put it, if selected for this assignment, in a conflict of interest with UNOPS;
- f. We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
- g. Our firm confirms that the offeror and sub-contractors have not been associated, or had been involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this solicitation;
- h. We embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact;
- i. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, nor is included in the suspended/ineligibility list of the UN/DP, other UN Agencies, the UN Security Council, and the World Bank, in accordance with Instructions to Offerors Article 4, Eligibility;
- j. We have not offered and will not offer fees, gifts and/or favours of kind in exchange for this RFP and will not engage in any such activity during the performance of any contract awarded.
- k. We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive;

I, the undersigned, certify that I am duly authorized by [insert name of Offeror] to sign this Proposal and bind [insert name of Offeror] should UNOPS accept this Proposal:

Name : \_\_\_\_\_  
 Title : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Signature : \_\_\_\_\_

[Stamp form of Proposal with official stamp of the Offeror]

## Form F: Financial Proposal Form

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of offeror]

The Proposer is required to prepare the Financial Proposal following the below format and be submitted in an envelope separate from the rest of the RFP as indicated in the Instruction to Offerors. The financial proposal must be submitted in RSD for domestic companies and in USD/EUR for international companies.

**Table 1: Cost breakdown per deliverable/output**

Item No	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Development of General Design with the Pre-feasibility study for Juzna Morava River		[Offeror to insert price]
<b>Total financial proposal</b>		<b>100%</b>	<b>[insert total lump sum price]</b>

The discounts offered, if applicable, and the methodology for their application are:

- **Discounts:** If our proposal is accepted, the following discounts shall apply. (Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies, including if applicable discounts for accelerated payment.)
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: (Specify in detail the method that shall be used to apply the discounts);

### List of subcontractors or suppliers

Offeror must identify the names of all subcontractors/suppliers who will be providing good/services under this contract and the type of work being subcontracted, if applicable.

(A) [Full legal name and address of subcontractors]

(B) \_\_\_\_\_

(C) \_\_\_\_\_

I, the undersigned, certify that I am duly authorized by **[insert full name of Offeror]** to sign this Proposal and bind **[insert full name of Offeror]** should UNOPS accept this Proposal:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

## Form G: Technical Proposal Form

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of offeror]

The Offeror's proposal must be organized to follow the format of this Technical Proposal Form. Where the offeror is presented with a requirement or asked to use a specific approach, the offeror must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

Technical Proposal Evaluation sections:

<b>Section 1: Offeror's qualification, capacity and expertise</b>	
1.1	[Insert response here]
1.2	[Insert response here]
1.3	[Insert response here]

<b>Section 2: Proposed Methodology, Approach and Implementation Plan</b>	
2.1	[Insert response here]
2.2	[Insert response here]
2.3	[Insert response here]

<b>Section 3: Key personnel proposed</b>	
3.1	[Insert response here by filling up the below table]

3.2	[For each of the names identified above, attach his/her CV using the format in Form: Format for Resume of Proposed Key Personnel. If so required in Section I, also attach his/her Form: Statement of Exclusivity and Availability ]
3.3	[For each of the names identified above, attach his/her CV using the format in Form: Format for Resume of Proposed Key Personnel. If so required in Section I, also attach his/her Form: Statement of Exclusivity and Availability ]
3.4	[Insert response here by filling up the below table]

I, the undersigned, certify that I am duly authorized by *[insert full name of Offeror]* to sign this Proposal and bind *[insert full name of Offeror]* should UNOPS accept this Proposal:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

**Form H: Proposal Security Form (BANK GUARANTEE)**

Note to Offerors: The Bank shall fill in this Bank Guarantee Form in accordance with the instructions.

\_\_\_\_\_  
(Bank's Name, and Address of Issuing Branch or Office)

**Beneficiary:** \_\_\_\_\_ (Name and Address of UNOPS)

**Date:** \_\_\_\_\_

**Proposal Guarantee Number.:** \_\_\_\_\_

We have been informed that [name of the Offeror] (hereinafter called "the Offeror") has submitted to you its Proposal dated (hereinafter called "the Proposal") for the execution of [name of contract], under the Invitation To Proposal No. (RFP number) ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Proposal guarantee.

At the request of the Offeror, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing, accompanied by a written statement stating that the Offeror is in breach of its obligation(s) under the Proposal conditions, because the Offeror:

- (a) Has withdrawn its Proposal during the period of Proposal validity specified by the Offeror in the Form of Proposal; or
- (b) Having been notified of the acceptance of its Proposal by UNOPS during the period of Proposal validity,
  - (i) fails or refuses to execute the Contract Form; or
  - (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Offerors.

This guarantee will expire:

- (a) if the Offeror is the successful Offeror, upon our receipt of copies of the contract signed by the Offeror and the performance security issued to you upon the instruction of the Offeror; or
- (b) if the Offeror is not the successful Offeror, upon the earlier of:
  - (i) our receipt of a copy of your notification to the Offeror of the name of the successful Offeror; or
  - (ii) twenty-eight days after the expiration of the Offeror's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]

## Form I: Format for Resume of Proposed Key Personnel

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of Offeror]

<b>Position</b>	[Insert]
<b>Name of Personnel</b>	[Insert]
<b>Title:</b>	[Insert]
<b>Years with Firm</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
<b>Professional certifications</b>	[Provide details of professional certifications relevant to the scope of services] <ul style="list-style-type: none"> <li>• Name of institution: [Insert]</li> <li>• Date of certification: [Insert]</li> </ul>
<b>Employment Record/Experience</b>	[Starting with present position, list in reverse order, every employment held. List all positions held by personnel since graduation, giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
<b>References</b>	Provide names, addresses, phone and email contact information for two (2) references:  Reference 1:  Reference 2:

I, the undersigned, certify to the best of my knowledge and belief, this bio-data is accurate.

\_\_\_\_\_  
Signature of Personnel (individual) or firm representative

\_\_\_\_\_  
Date (Day/Month/Year)

## Form J: Performance Statement Form

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

## Form K: No Adverse Action Confirmation Form

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

This is to certify that *[delete unwanted option]*:

- a. No adverse action has been taken against the Offeror (*insert Offeror's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Offeror against this Request for Proposals, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Offeror (*insert Offeror's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Offeror, in the last 5 (Five) years. Such adverse actions included:

*(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from Proposals etc.)*

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_



## Form L: Statement of Exclusivity and Availability

RFP reference no: [insert RFP reference No.]

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

I, the undersigned, hereby declare that I agree to participate exclusively with the Offeror [insert Offeror name] in the above-mentioned RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

From	To
[start of period 1]	[end of period 1]
[start of period 2]	[end of period 2]
[etc]	

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other Offeror submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other UNOPS tender procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from UNOPS other tenders and contracts and that the notification of award of contract to the Offeror may be rendered null and void.

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

## Section VI: Contract Forms

### VI-1: UNOPS General Conditions of Contract

In the event of a Contract, the following conditions of contract will apply:

- UNOPS General Conditions of Contracts for Professional Services

The conditions are available at: <http://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

**VI-2: UNOPS Special Conditions of Contract – NOT USED**

The following Special Conditions for Goods (SCG) shall supplement and/or amend the General Conditions for Goods (GCC). Whenever there is a conflict, the provisions herein prevail over those in the GCC. The corresponding Clause number of the GCC is indicated in the left column of the below table.

Clause in General Conditions	Special Condition of Contract

### **VI-3: UNOPS sample contract for services**

The sample Contract template is included in this RFP by this reference and is attached as a separate PDF document.

*[Handwritten mark]*

**VI-4: Performance Security Form (BANK GUARANTEE) – NOT REQUIRED**

Note to Offerors: This form, when required, shall only be completed by the successful Offeror after contract award. The bank, as requested by the successful Offeror, shall fill in this form in accordance with the instructions indicated.

Date: (Insert date (as day, month, and year) of Proposal Submission)  
RFP No. and title: (xx-xxx and title of Proposalsding process)

Bank's Branch or Office: (Insert complete name of Guarantor)

**Beneficiary:** (Insert legal name and address of UNOPS)

**Performance Guarantee N.:** (Insert Performance Guarantee number)

We have been informed that [insert complete name of supplier] (hereinafter called "the supplier") has entered into Contract No. (Insert number) dated (Insert day and month), (Insert year) with you, for the supply of [description of goods and related services] (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the contract, a Performance Guarantee is required.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)<sup>1</sup> in figures and words], upon receipt by us of your first demand in writing declaring the supplier to be in default under the contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the [insert number] day of [insert month] [insert year],<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

(Signatures of authorized representatives of the bank and the supplier)

<sup>1</sup> The bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNOPS.

<sup>2</sup> Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCC"). UNOPS should note that in the event of an extension of the time to perform the Contract, UNOPS would need to request an extension of this Guarantee from the Bank. Such request must be in writing, and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNOPS might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to UNOPS's written request for such extension. Such a request to be presented to us before the expiry of the Guarantee."

## VI-5: Advance Payment Guarantee Form (BANK GUARANTEE) – NOT USED

Note to Offerors: This form, when required, shall only be completed by the successful Offeror after contract award. The bank, as requested by the successful Offeror, shall fill in this form in accordance with the instructions indicated.

Date: (Insert date (as day, month, and year) of Proposal Submission)  
RFP No. and title: (xx-xxx and title of Proposalsding process)

(Bank's letterhead)

**Beneficiary:** (Insert legal name and address of UNOPS)

**Advance payment guarantee no.:** (Insert Performance Guarantee number)

We, [insert legal name and address of bank], have been informed that [insert complete name and address of supplier] (hereinafter called "the supplier") has entered into Contract No. (Insert number) dated (insert date of agreement) with you, for the supply of (Insert types of goods to be delivered) (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s)<sup>3</sup> in figures and words], upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the contract, because the supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made, that the advance payment referred to above must have been received by the supplier in its account [insert number and domicile of the account]

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until (Insert date)<sup>4</sup>.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

(Signatures of authorized representative(s) of the bank)

<sup>3</sup> The bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the contract or a freely convertible currency acceptable to UNOPS.

<sup>4</sup> Insert the delivery date stipulated in the Contract Delivery Schedule. UNOPS should note that in the event of an extension of the time to perform the contract, UNOPS would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, UNOPS might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee."

