

Request for Proposals (RFP)
Supply, Delivery, Installation, Testing
and Commissioning of Hybrid Solar/
Wind Power Plant in Herat Province,
Afghanistan
RFP REF NO: UNOPS-AFG-RFP-016-001

Invitation letter

Dear Sir/Madam,

Subject: Request for Proposals for the Supply, Delivery, Installation, Testing and Commissioning of Hybrid Solar/ Wind Power Plant in Herat Province, Afghanistan – RFP Ref No.: UNOPS-AFG-RFP-016-001.

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 (**Not Used**)
 - 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
 - VI-3: UNOPS sample contract for Professional Services
 - VI-4: Performance Security Guarantee Form
 - 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: NajibullahAB@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: **Abdul Raqeeb Yusufi**
Title: Procurement Analyst – UNOPS AFOH
Date: June 2, 2016

Approved by:

Name: **Mikko LAINEJOKI**
Title: Director and Representative – UNOPS AFOH
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)	Request for Proposals for the Supply, Delivery, Installation, Testing and Commissioning of Hybrid Solar/ Wind Power Plant in Herat Province, Afghanistan 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 style="text-align: center;">Mr. Najibullah ABRAHIMKHAIL Procurement and Project Support Associate United Nations Office for Project Services Afghanistan Operational Hub NajibullahAB@unops.org</p> <p>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Article 23).</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: https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx) and other relevant Organisational Directives and Administrative Instructions that are referred to in the Procurement Manual. In case of contradictions between this 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 COB June 25, 2016.</p> <p>Responses to requests for clarification and/or amendments shall be communicated to Offerors by posting responses on UNOPS' website at https://www.unops.org/english/Opportunities/suppliers/Pages/Business-opportunities.aspx under RFP Case No. UNOPS-AFG-RFP-016-001</p>
Clarification or Pre-Bid Meeting (Article 8)	<p>A clarification or Pre-Proposal meeting shall be held as follows:</p> <p>Date: Sunday June 12, 2016 Time: 10:00am (Kabul local time) Location: Conference Room UNOPS Afghanistan Office, UNOCA Compound, Kabul-Jalalabad Road, Kabul, Afghanistan</p> <p><u>The clarification meeting is not mandatory.</u></p>
Site Inspection (Article 9)	<p>A group site inspection shall be held as follows:</p> <p>Date: June 15, 2016 Time: 10:00am (Herat Local time) Location: Herat Industrial Zone, Around DABS Gozareh Substation, Herat City, Afghanistan. <u>The site inspection is not mandatory.</u></p> <p>Bidders shall carry out at their own expense the site inspection after the Pre-bid Clarification Meeting is held. Photographic documentation of the site inspection must be included in the proposal. Bidders should also check local conditions like communications, roads, etc. Any claim from the Contractor, after Contract is signed, in regards of local conditions not taken in account during the Bid process will not be attended. Prospective Offerors must communicate the names of their representatives who are nominated to attend the site inspection latest by June, 18, 2016, 02:00pm to the UNOPS Focal Point– Mr. Najibullah ABRAHIMKHAIL, NajibullahAB@unops.org</p>

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 90 Days from the Deadline for Proposal Submission.
Partial Proposals (Article 14)	Partial Proposals shall not be allowed. Offerors must quote prices for the total goods and/or 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 United State Dollar (USD)
Duties and Taxes (Article 18)	All Proposals shall be submitted net of any direct taxes.
Proposal Security (Article 19)	Not used
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)	<u>All Proposals must be submitted on or before June 30, 2016 before 10:00am (Morning) Kabul local time.</u>

<p>Proposal Submission (Article 23)</p>	<p>Proposals must be submitted as follows:</p> <p>By mail or personal delivery in one sealed outer envelope and two inner envelopes, as detailed below, by the Deadline for Proposal Submission. The outer envelope shall be labelled as follows:</p> <p style="text-align: center;">***CONFIDENTIAL PROPOSAL - DO NOT OPEN UNLESS AUTHORIZED*** United Nations Office for Project Services Afghanistan Operational Hub UNOCA Compound, Jalalabad Road Kabul – Afghanistan Att.: Chair Person, Proposal Opening Committee. Case No.: UNOPS-AFG-RFP-016-001</p> <p>Deadline for Proposal Submission: On June 30, 2016 before 10:00am (Morning) Kabul, Afghanistan Time From: [Insert Offeror's name & details]</p> <p>Personal delivery shall be made between the hours of 08:00am and 4:00pm on UNOPS regular working days by the Deadline for Proposal Submission.</p> <p>The inner envelopes shall be marked as follows:</p> <p>Both inner envelopes shall indicate the Offeror's name and address and the RFP Case No.</p> <p>The first inner envelope shall be marked "Technical Proposal" and shall contain one soft copy and two hard copies of all the duly filled and signed Returnable Bidding Forms and other documentation (except the Returnable Bidding Form F– Financial Proposal Form). The technical proposal shall be prepared in duplicate with one hard copy marked "Original" and the other marked "Copy". In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as "Original" shall govern.</p> <p>The second inner envelope shall be marked "Financial Proposal" and include the duly completed and signed Returnable Bidding Form F– Financial Proposal Form and The financial proposal shall be prepared in one soft copy and two hard copies, with one hard copy marked "Original" and the other marked "Copy" In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as "Original" shall govern.</p> <p>Distinct, separately sealed, both technical and financial proposals are requested from the offerors in order to evaluate them separately. Both distinctly sealed envelopes of technical and financial proposals shall be kept in another envelope (outer envelope), which shall be sealed as well. Non-compliance to this instruction shall result in rejection of the proposal received.</p>
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	<p>Proposal can also be submitted by e-mail to secure proposal e-mail address: pmafq@unops.org as detailed below by the Deadline for Proposal Submission.</p> <p>The “Technical Proposal” shall be sent in a separate e-mail and shall not exceed [3 Megabytes]. The e-mail subject line shall read “(Description of requirement) RFP No. XXX-Technical Proposal”.</p> <p>The “Financial Proposal” shall be sent in a separate e-mail and shall not exceed [3 Megabytes]. The e-mail subject line shall read “(Description of requirement) RFP No. XXX-Financial Proposal”.</p> <p>Distinct, separately e-mails, both technical and financial proposals are requested from the Offerors in order to evaluate them separately. Non-compliance to this instruction shall result in rejection of the proposal received.</p> <p>In order to facilitate UNOPS evaluation process, documents attached should be named according to the section/form number of this RFP and –where possible- PDF documents should be provided in a format which allows text searches within the document.</p> <p>PLEASE DO NOT SEND THE E-MAILS WITH YOUR PROPOSAL TO ANY OTHER E-MAIL ADDRESS DIFFERENT FROM THE SECURE PROPOSAL E-MAIL ADDRESS.</p>
Opening of Proposals (Article 25)	Public bid opening of the Technical Proposals will not be held.
Type of contract to be awarded (Article 34)	UNOPS will sign the following contract with the awarded Offeror(s): Services Contract.
Signing of contract (Article 34)	UNOPS plans to award the contract by August 15, 2016.
Performance Security (Article 35)	Performance security shall be required from the awarded Offeror in the amount of 10% of the total Contract amount, in the form set out in Section VI: Contract Forms.
Payment terms (Article 36)	Payment terms shall be in accordance with sub-clause 7.13 of the Section IV – Schedule of Requirements
Advanced Payment (Article 36)	Advanced payment is not allowed.
Liquidated damages (Article 37)	UNOPS will deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% 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.

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: RFP 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 RFP.

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/DP'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 IV: 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 CURRENCY(IES)

Prices in the Proposal shall be quoted in the currency(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 currency(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: RFP 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 an 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: RFP 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: RFP 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 subject to the previous 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: RFP 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. The 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:

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. 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: RFP 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 behavior 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.

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. Proposal submitted before the deadline	<ul style="list-style-type: none"> All the Proposals must be submitted on or before the deadline as specified in Section I – Deadline for Proposal Submission (Article 22)
2. Offeror is eligible as defined in Instructions to Offerors, Article 4	<ul style="list-style-type: none"> Valid business licence Form C: Offeror Information Form Form E: Proposal Submission Form
3. 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"> All documentation as requested under Instructions to Offerors Article 10, Documents Comprising the Proposals
4. Offeror accepts UNOPS General Conditions of Contract as specified in Section VI	<ul style="list-style-type: none"> Form E: Proposal Submission Form
5. For submissions by mail/courier/personal delivery - technical and financial documents have not been submitted in separate sealed envelopes and/or pricing information is included in the technical proposal envelope.	<ul style="list-style-type: none"> Make sure that Proposals are submitted in accordance with the instructions as stated in Section I – Proposal Submission (Article 23)
6. For submissions by e-mail - technical and financial documents have not been submitted in separate emails and/or pricing information is included in the technical proposal email.	<ul style="list-style-type: none"> Make sure that Proposals are submitted in accordance with the instructions as stated in Section I – Proposal Submission (Article 23)
7. The validity of the proposal is in accordance with the requirements of the RFP as specified in Section I – Proposal validity period (Article 13)	<ul style="list-style-type: none"> Form E: Proposal Submission Form
8. Certified audited financial statements for the last 3 years	<ul style="list-style-type: none"> Copies of audited financial reports to be provided for the last three years.

Qualification criteria – evaluated on Pass/Fail basis

Criteria	Documents to establish compliance with the criteria
1. Financial capability. Liquidity: the ratio Average Current assets / Current liabilities over the last 3 years must be equal or greater than 1. Offerors must include in their Proposal audited balance sheets covering the last 3 exercises.	<ul style="list-style-type: none"> Copy of audited financial statements for the last three years
2. Financial capability. Offerors should have annual sales turnover of minimum 3 Million USD in any one of the last three years.	<ul style="list-style-type: none"> Copy of audited financial statements for the last three years
3. Offeror should be in continuous business of manufacturing/supplying similar services as specified in the Schedule of requirements during the last 3 (Three) years prior to Proposal opening.	<ul style="list-style-type: none"> Certification of incorporation of the Offeror Form J: Performance Statement Form

4. Offeror shall demonstrate experience in management of successful design, supply, installation, testing and commissioning of solar or wind turbines. The Offeror shall be in possession of at least one similar experience of similar nature and scope during the last 5 years.	<ul style="list-style-type: none"> Form J: Performance Statement Form. Please list; <ol style="list-style-type: none"> Size and nature of project executed over the last five years.
5. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of not less than the amount USD 150,000.00.	<ul style="list-style-type: none"> The company's bank balance shall be accepted as proof of liquid asset. Line of Credit is not accepted.
6. There should not be any adverse report regarding the supplies for at least five years preceding the date of Proposal opening.	<ul style="list-style-type: none"> Form K: No Adverse Action Confirmation Form

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 60%-40% (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"> Technical Proposal = 180 Points Financial Proposal = 120 Points <p>The maximum number of technical points is detailed in the below <u>Technical Proposal Evaluation sections</u>.</p> <p>To be substantially compliant, Offerors must obtain a minimum threshold of 70% (126) of total points.</p>	<ul style="list-style-type: none"> Form G: Technical Proposal Form Layout of the plant(s) Electric single line diagram Electricity production forecasts for each component (PV/wind) created with world-class software The fitness of the proposed solution to the requirements of the TOR. Please provide technical datasheet of your offered products for Solar and Wind components. Wind turbine power curve Format for Resume of Proposed Key Personnel

Technical Proposal Evaluation sections:

Section number/description	Points Obtainable
1. Offeror's qualification, capacity and expertise	10
2. Proposed Methodology, Approach and Implementation Plan	40
3. Fitness and quality of the proposed components of the Solar and Wind	40
4. Quality of the proposed design for Solar and Wind turbines	50
5. Production Forecast of the plant both solar park and wind farm	30
6. Key personnel proposed	10
Total Technical Proposal points	180

Section 1: Offeror's qualification, capacity and expertise	Points
1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken	2
1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted	2
1.3 Relevance of specialised knowledge and experience on similar engagements	2

	done in the region/country	
1.4	Quality assurance procedures and risk mitigation measures	2
1.5	Organizations commitment to sustainability	2
Total points for section		10

Section 2: Proposed Methodology, Approach and Implementation Plan		Points
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Provide an executive summary that defines your overall approach to manage and operate all of the required services for this account.	10
2.2	Description of the Offeror's approach, methodology, and timelines for meeting or exceeding the requirements of the Terms of Reference (details of the proposed solutions and how you intend to install Solar and Wind turbines to reach the required installed power as per the requirements of the TOR, description of other service elements such as installation of CCTV, construction of the small building, fence around the solar park and SCADA)	10
2.3	Details how the different elements (solar, wind turbines and weather station) shall be connected to SCADA and further to both the control room and remotely	10
2.4	Implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic to meet the timeframe as per the TOR	10
Total points for section		40

Section 3: Fitness and quality of the proposed components of the Solar and Wind		Points
3.1	Reputation of the proposed products, quality, efficiency, performance, viability, certifications, guarantees of the offered Solar and Wind components. The Offerors are requested to provide the technical product datasheet of their offered products (solar panels, inverters, mounting structures, transformer, MV switches, wind turbines and SCADA monitoring system) and further provide details to answer the above points.	35
3.2	Are there any innovations including workable suggestions that could improve the quality/effectiveness of the system?	5
Total points for section		40

Section 4: Quality of the proposed design for Solar and Wind turbines		Points
4.1	Proposed layout/ design of the solar park	15
4.2	Proposed layout/ design of the wind turbines farm	15
4.3	Single line diagram (electrical) of the entire hybrid plant	10
4.4	Visual layout of the wind turbines (appearance of the wind farm)	10
Total points for section		50

Section 5: Production Forecast of the plant both solar parc and wind farm		Points
5.1	Production forecast of solar park during 1 (one) year	10
5.2	Production forecast of wind farm during (one) year (The higher the better)	20
Total points for section		30

Section 6: Key personnel proposed		Points
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5.1	<p>Composition/Qualifications and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services; The key personnel should be consist of;</p> <ul style="list-style-type: none"> • Wind and Solar Expert which should act as Project Manager/Team Leader. • Civil Engineers • Electrical Engineers 	10
Total points for section		10

**Section IV: Schedule of Requirements
Attached as Annex. A to this RFP.**

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 (Not Used)
- 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
Najibullah ABRAHIMKHAIL

Email: NajibullahAb@unops.org

From: [Insert name of Offeror]

Subject RFP reference: UNOPS-AFG-RFP-016-001

Insert an X where applicable	Description
	YES , we intend to submit a proposal.
	NO . 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: Checklist Form

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

RFP reference no: UNOPS-AFG-RFP-016-001

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
Have you duly completed all the Returnable Bidding Forms?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form A: Proposal/No Proposal Confirmation Form	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NA		
• Form B: Checklist Form	<input type="checkbox"/> YES <input checked="" 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 F: Financial Proposal 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	N/A		
• 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		
• [Add other forms as necessary]	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Copy of audited financial statements of the last three years	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• CVs of the proposed team	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Technical datasheet, certifications, guarantees of the solar and wind components	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

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

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		
• [Add other price-related documents as necessary]	<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: UNOPS-AFG-RFP-016-001

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

1. Background and Expertise of Organization:

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

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

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

PS: This person must be available during the next two weeks following receipt of the 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: UNOPS-AFG-RFP-016-001

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.

JV / Consortium/ Association Information	
Name	[complete]
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	[complete]
Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[complete]
Proposed proportion of responsibilities between partners (in %) with indication of the type of the services to be performed by each	[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: Proposals for the Supply, Delivery, Installation, Testing and Commissioning of Hybrid Solar/ Wind Power Plant in Herat Province, Afghanistan – RFP Ref No.: UNOPS-AFG-RFP-016-001, dated June 02, 2016.

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: RFP 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: RFP Particulars, we commit to obtain a performance security, in accordance with Instructions to Offerors, Article 35 and the General Conditions of 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: UNOPS-AFG-RFP-016-001

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 United States Dollars.

The Financial Proposal must be filled in in both Tables 1 and 2 below (for which the total amount should match), including provision of a detailed cost breakdown. Provide separate figures for each functional grouping or category. The format includes specific expenditures under Table 2, which may or may not be required or applicable but are indicated to serve as examples. Offerors may adjust the name of expenditures under Table 2 if necessary.

Table 1: Cost breakdown per deliverable/output

Item No	Deliverables	Percentage of Total Price (Weight for payment)	Price in USD (Lump Sum, All Inclusive)
1	Supply, delivery, installation, testing and commissioning of complete set of the solar park as per Section IV – Schedule of Requirements		
2	Supply, delivery, installation, testing and commissioning of complete set of set of the wind farm as per Section IV – Schedule of Requirements		
Total financial proposal USD		100%	

Table 2: Cost breakdown per component

Offerors are requested to provide the detailed cost breakdown for the above given lump sum prices. The breakdown should include the prices for all parts/equipment of the plant including its installation. It should also include, the operational costs i.e. staff salaries, travel expenses etc. UNOPS shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties agree to a contract amendment on the future.

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: UNOPS-AFG-016-001

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:

Section 1: Offeror's qualification, capacity and expertise	
1.1	Brief description of the organization, including the year and country of incorporation, and types of activities undertaken [Insert response here]
1.2	General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted [Insert response here]
1.3	Relevance of specialised knowledge and experience on similar engagements done in the region/country [Insert response here]
1.4	Quality assurance procedures and risk mitigation measures [Insert response here]
1.5	Organization's commitment to sustainability [Insert response here]

Section 2: Proposed Methodology, Approach and Implementation Plan	
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Provide an executive summary that defines your overall approach to manage and operate all of the required services for this account. [Insert response here]

2.2	<p>Description of the Offeror's approach, methodology, and timelines for meeting or exceeding the requirements of the Terms of Reference (details of the proposed solutions and how you intend to install Solar and Wind turbines to reach the required installed power as per the requirements of the TOR, description of other service elements such as installation of CCTV, construction of the small building, fence around the solar park and SCADA)</p> <p>[Insert response here]</p>
2.3	<p>Details how the different elements (solar, wind turbines and weather station) shall be connected to SCADA and further to both the control room and remotely</p> <p>[Insert response here]</p>
2.4	<p>Details how the different elements (solar, wind turbines and weather station) shall be connected to SCADA and further to both the control room and remotely</p> <p>[Insert response here]</p>

Section 3: Fitness and quality of the proposed components of the Solar and Wind

3.1	<p>Reputation of the proposed products, quality, efficiency, performance, viability, certifications, guarantees of the offered Solar and Wind components. The Offerors are requested to provide the technical product datasheet of their offered products (solar panels, inverters, mounting structures, transformer, MV switches, wind turbines and SCADA monitoring system) and further provide details to answer the above points.</p> <p>[Insert response here]</p>
3.2	<p>Are there any innovations including workable suggestions that could improve the quality/effectiveness of the system?</p> <p>[Insert response here]</p>

Section 4: Quality of the proposed design for Solar and Wind turbines

4.1	<p>Proposed layout/ design of the solar park</p> <p>[Insert response here]</p>
4.2	<p>Proposed layout/ design of the wind turbines farm</p> <p>[Insert response here]</p>
4.3	<p>Single line diagram (electrical) of the entire hybrid plant</p> <p>[Insert response here]</p>
4.4	<p>Visual layout of the wind turbines (appearance of the wind farm)</p> <p>[Insert response here]</p>

Section 5: Production Forecast of the plant both solar park and wind farm

5.2	Production forecast of solar park during 1 (one) year [Insert response here]
5.2	Production forecast of wind farm during (one) year (The higher the better) [Insert response here]

Section 6: Key personnel proposed

5.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services [Insert response here by filling up the below table]		
	Name and Nationality	Position to be Assumed in this Contract	Requirements as per Terms of reference
	[Insert]	Wind and Solar Expert which should act as Project Manager/Team Leader.	Academic background and or specialised training in REN with at least 3 years of similar experience
	[Insert]	Civil Engineer	Academic background in Civil Engineering with at least 3 years of similar experience
	[Insert]	Electrical Engineer	Academic background in Mechanical/ Electrical Engineering with at least 3 years of similar experience
Qualifications of key personnel proposed [For each of the names identified above, attach his/her CV using the format in Form I: Format for Resume of Proposed Key Personnel. If so required in Section I, also attach his/her Form L: Statement of Exclusivity and Availability]			

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)**Not Used**

Form I: Format for Resume of Proposed Key Personnel

RFP reference no: UNOPS-AFG-RFP-016-001

Name of Offeror: [insert name of Offeror]

Position	[Insert]
Name of Personnel	[Insert]
Title	[Insert]
Years with Firm	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Professional certifications	[Provide details of professional certifications relevant to the scope of services] <ul style="list-style-type: none"> • Name of institution: [Insert] • Date of certification: [Insert]
Employment Record/Experience	[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.]
References	[Provide names, addresses, phone and email contact information for two (2) references] <p>Reference 1:</p> <p>Reference 2:</p>

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 supply of goods satisfactory?
				As per Contract	Actual		

Name : _____

Title : _____

Date : _____

Signature : _____

Form K: No Adverse Action Confirmation Form

RFP reference no: UNOPS-AFG-RFP-016-001

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 submitting a proposal etc.]

Name : _____

Title : _____

Date : _____

Signature : _____

Form L: Statement of Exclusivity and Availability

RFP reference no: UNOPS-AFG-RFP-016-001

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 Contract 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

The following Special Conditions for Goods (SCG) shall supplement and/or amend the General Conditions for Goods (GCG). 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
N/A	N/A

VI-3: UNOPS sample contract for Contract for Services

Dear Sir/Madam,

Ref.: _____ / _____ / _____ [Insert project number and title]

The United Nations Office for Project Services (hereinafter referred to as "UNOPS"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of [insert name of country] (hereinafter referred to as the "Consultant") in order to perform consulting services in respect of [insert summary description of the services] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1 Contract documents

- 1.1 This Contract is subject to the UNOPS General Conditions for Professional Services, [insert the current version number and date from the document library], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Consultant and UNOPS also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) UNOPS' Request for Proposal, reference [insert reference number], dated [insert reference date], and subsequent amendments and clarifications, assumed to be known to both parties, including the Statement of Work / Terms of Reference, attached hereto as Annex II;
 - c) the Consultant's technical proposal [reference [insert reference number], dated [insert reference date], as clarified by the agreed minutes of the negotiation meeting [dated [insert meeting date]], both documents not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Consultant and UNOPS, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2 Obligations of the consultant

- 2.1. The Consultant shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2. The Consultant shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
[insert name]	[insert specialization]	[insert nationality]	[insert period of service]
[insert name]	[insert specialization]	[insert nationality]	[insert period of service]

- 2.3. Any changes in the above key personnel shall require prior written approval of the Director, [insert name of Director] RO/OC UNOPS.

- 2.4. The Consultant shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5. The Consultant shall submit to UNOPS the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES][INDICATE DELIVERY DATES]

e.g.

Progress report	.././....	
.....		.././....
Final report	.././....	

- 2.6. All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Consultant by [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.
- 2.7. The Consultant represents and warrants the accuracy of any information or data provided to UNOPS for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

Option 1 (fixed price)

3 Price and payment

- 3.1. In full consideration for the complete and satisfactory performance of the Services under this Contract, UNOPS shall pay the Consultant a fixed contract price of [insert currency and amount in figures and words].
- 3.2. The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Consultant in the performance of the Contract.
- 3.3. Payments effected by UNOPS to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by UNOPS of the Consultant's performance of the Services.
- 3.4. UNOPS shall effect payments to the Consultant after acceptance by UNOPS of the invoices submitted by the Consultant to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount	Target date
[insert milestone]	[insert amount]	[insert date]
[insert milestone]	[insert amount]	[insert date]

Option 2 (cost reimbursement)

3 Price and payment

- 3.1. In full consideration for the complete and satisfactory performance of the Services under this Contract, UNOPS shall pay the Consultant a price not to exceed [insert currency and amount in figures and words].
- 3.2. The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex [insert Annex number] contains the maximum amounts per cost category that are reimbursable under this Contract. The Consultant shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3. The Consultant shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of the Director, [insert name of Director] RO/OC, UNOPS.
- 3.4. Payments effected by UNOPS to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by UNOPS of the Consultant's performance of the Services.
- 3.5. The Consultant shall submit invoices for the work done every [insert period of time or milestones].

OR

- 3.5 The Consultant shall submit an invoice for [insert amount and currency of the advance payment in figures & words] upon signature of this Contract by both parties and invoices for the work done every [insert period of time or milestones].
- 3.6. Progress and final payments shall be effected by UNOPS to the Consultant after acceptance of the invoices submitted by the Consultant to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNOPS. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4 Special conditions

- 4.1. The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNOPS of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNOPS.
- 4.2. The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of [insert percentage that the advance represents over the total price of the contract] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.3. Owing to [insert reason], Article(s) [insert article number?] of the General Conditions in Annex I shall be amended to read/be deleted.

OR

4.1. No special conditions shall apply.

5 Submission of invoices

5.1. An original invoice shall be submitted by mail by the Consultant for each payment under the Contract to the following address:

[insert address]
[insert address]
[insert address]

5.2. Invoices submitted by fax shall not be accepted by UNOPS.

6 Time and manner of payment

6.1. Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNOPS.

6.2. All payments shall be made by UNOPS to the following Bank account of the Consultant:

[Name of the bank]
[Account number]
[Address of the bank]

7 Entry into force. Time limits.

7.1. The Contract shall enter into force upon its signature by both parties.

7.2. The Consultant shall commence the performance of the Services not later than [insert date] and shall complete the Services within [insert number of days or months] of such commencement.

7.3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8 Modifications

8.1. Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Consultant and the Director, [.....] UNOPS.

9 Notifications

9.1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Consultant are as follows:

For UNOPS:

[Insert name of RO/OC Director]
Director
[RO/OC.....]
UNOPS

Address

Ref. _____ / _____ / _____

[Insert contract reference and number]

Phone: [Insert phone number]

Fax: [Insert fax number]

Email: [Insert email address]

For the Consultant:

[Insert name, address, phone, and fax/email]

10 Good faith

10.1. The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[Insert name of RO/OC Director]

Director

[.....] RO/OC

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____

ANNEX I

UNOPS General conditions of contract for professional services

<https://www.unops.org/SiteCollectionDocuments/Procurement/GCCs%20For%20Professional%20Services.pdf>

ANNEX II

STATEMENT OF WORK

[The Statement of Work should be prepared in accordance with the instructions contained in the UNOPS Procurement Manual]

ANNEX III

BREAKDOWN OF COSTS

[A model breakdown of costs is under development]

VI-4: Performance Security Form (BANK GUARANTEE)

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 submission]

RFP No. and title: [xx-xxx and title of the RFP]

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)¹ 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],² 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 (2010 Revision), International Chamber of Commerce Publication No. 758, except that the supporting statement under article 15(a) is excluded.

[Signatures of authorized representatives of the bank and the supplier]

¹ 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.

² Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). 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 is to be presented to us before the expiry of the Guarantee."

VI-5: Advance Payment Guarantee Form (BANK GUARANTEE)

Not Used