



REQUEST FOR QUOTATION OF GOODS – ANNEX I – INSTRUCTIONS TO BIDDERS

A. General

- A.1. Your proposal could form the basis for a contract between your firm and the United Nations Environment Programme (UNEP) Secretariat of the convention on Biological Diversity (SCBD).
- A.2. Currency of the proposal. All amounts quoted shall be in Canadian Dollars (CAD) unless otherwise specified.
- A.3. Definitions
- A.3.1. Firm; in the context of this RFQ the word “firm” refers to any organization’s legal status, whether it is a sole proprietorship, a company, non-profit, a partnership, a joint venture, or any other form of legal association.
- A.3.2. Contractor(s); means the party or parties with which SCBD may eventually enter into a contract(s) for the works and/or services as per the attached TOR at Annex (iii.)
- A.4. Costs incurred. This RFQ does not commit SCBD to award a contract or to pay any costs incurred in the preparation or submission of quotations, or in making necessary studies for the preparation thereof, or to procure or contract for services or supplies.
- A.5. Right to reject. SCBD reserves the right to reject any or all quotations received in response to this RFQ and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of SCBD.
- A.6. No contractual offer. This RFQ contains no contractual offer of any kind. Any quotations submitted will be regarded as an offer by the proposer and not as an acceptance by the proposer of any offer by SCBD.
- A.7. Advance payments. The Financial Regulations and Rules of the United Nations preclude advance payments or payments by Letters of Credit.
- A.8. Communication. Other than this official means of communication, excluding all provisions made herein, SCBD staff are prohibited from communicating about this procurement with any respondent or external party during the course of this procurement. Respondents are not to call or attempt to communicate in any other way with SCBD staff regarding this procurement.
Any violation of this instruction may adversely affect a Contractor’s prospect of selection.
- A.9. Fraud and Corruption. It is SCBD policy to require that Bidders, suppliers, and contractors and their subcontractors under SCBD contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SCBD:
- A.9.1. defines as “corrupt practices”, for the purposes of this provision, as being, but not limited to, any that can be interpreted, at the sole discretion of the United Nations, in terms of the definitions below:
- A.9.1.1. *bribery* is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts
- A.9.1.2. *extortion* or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation

- A.9.1.3. *fraud* is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of SCBD or other participants
- A.9.1.4. *collusion* is the agreement between Bidders designed to result in bids at artificial prices that are not competitive. “Collusive bidding”, “other anti-competitive conduct”, or “any other similar conduct” may include, *inter alia*, any attempt to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through an open and transparent competitive process.
- A.9.1.5. *improper assistance* is the practice compiling proposals that, in the sole opinion of the United Nations, are prepared with the assistance of current or former employees or contractors of the United Nations, in violation of confidentiality obligations, or by using information not otherwise available to the general public or which would provide a non-competitive benefit shall also be excluded from further consideration
- A.9.2. will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question
- A.9.3. will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a SCBD contract
- A.9.4. will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a SCBD contract
- A.9.5. will normally require a SCBD vendor to allow SCBD, or any person that SCBD may designate, to inspect or carry out audits of the vendor’s accounting records and financial statements in connection with the contract.
- A.10. Investigations. Any vendor participating in SCBD’s procurement activities, shall facilitate to SCBD personnel upon first request, all documents, records and other elements needed by SCBD to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from SCBD vendor roster and may lead to suspension following review by SCBD Vendor Review Committee.
- A.11. Audits. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, the UN Board of Auditors as well as with other investigations authorized by the Executive Director as and when required in accordance with all the terms and conditions outlined in the standard clauses for contracts attached at Annex V of the solicitation documents.
- A.12. Confidentiality. This RFQ is communicated to and received by each addressee thereof on the understanding and condition that it is confidential and proprietary to SCBD, and contains privileged information. No information contained in the RFQ may be copied, exhibited or furnished to others without the prior written consent of SCBD. Proposers will be bound by the contents of this paragraph whether or not they submit a proposal or respond in any other way to this RFQ. SCBD will not return proposals received. These proposals shall be kept confidential for the sole and internal consideration of SCBD.
- A.13. Modification of request for quotation. SCBD reserves the right to modify or exclude any consideration, information or requirement contained in this RFQ and to add new considerations, information or requirements at any stage of the procurement process, including negotiations with proposers, at any time before any contract is awarded for the services detailed in this RFQ.
- A.13.1. To give bidders reasonable time in which to take a modification into account in preparing their bids, SCBD may, at its sole discretion, extend the deadline for the submission of quotations. The new deadline will be communicated through the appropriate media.

- A.14. Eligible Bidders. Without abandoning the provisions made in this document for determining the technical eligibility of the bidders , SCBD asserts that:
- A.14.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any member state of the United Nations.
- A.14.2. A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SCBD to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be purchased under these Bidding Documents.
- A.14.3. A Bidder that is under a declaration of ineligibility by SCBD in accordance with Instructions to Bidders Clause A.9 , at the date of contract award, shall be disqualified.
- A.14.4. Bidders shall not be eligible to submit a bid when at the time of bid submission:
- A.14.4.1. Suppliers are already suspended by SCBD; or,
- A.14.4.2. Supplier's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or,
- A.14.4.3. Suppliers are suspended by the UN Procurement Division (UNPD); or,
- A.14.4.4. Suppliers have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).
- A.15. Joint Venture. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- A.15.1. The duly filled "Joint Venture Partner Information Form" of Annex (iv) must be included with the Bid; and
- A.15.2. All parties to the JV shall be jointly and severally liable; and
- A.15.3. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
- A.15.3.1. for and on behalf of any and all the parties of the JV during the bidding process; and
- A.15.3.2. in the event the JV is awarded the Contract, during contract execution.

B. Preparation and Contents

- B.1. Clarification of RFQ Documents. A prospective Bidder requiring any clarification of the RFQ Documents shall contact SCBD in writing at the email address specified in the RFQ Request Document. SCBD will respond in writing to any request for clarification, provided that such request is received no later than *the date defined at point 5.2 of the RFQ Request Document*.
- B.1.1. In responding to the requests for clarifications SCBD may, at its sole discretion, apply the provisions made in Annex (i) Clause A.13 Modification of request for quotation.
- B.2. Language of the proposal. The quotation and all correspondence and documents relating to this RFQ shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the quotation, the translation shall govern.
- B.3. Contents of the proposal. This sub-section refers exclusively to the assessable contents of the quotation.
- B.3.1. Quotations must offer services for the total requirements. Any quotation which does not fully and comprehensively address this RFQ may be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the quotation.
- The quotation shall include, but is not limited to, the following information:

B.3.2. Qualification document. A brief description of your firm and an outline of recent experience on projects of a similar nature, including experience in the country and language concerned. You should also provide information that will facilitate our evaluation of your firm's substantive reliability and financial and managerial capacity to provide the services.

The following documents are to be submitted:

1. The reference list. Minimum five relevant projects with details. See Annex (iv) Performance Statement Form.
2. List of relevant completed projects, including project value, and list of corresponding contact persons within the clients.

B.3.3. Technical proposal:

B.3.3.1. The proposal should describe the approach and methodology that will be applied by the firm to meet the objectives and scope of the services required by SCBD. This section should demonstrate the proposal's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; and demonstrating how the proposed methodology meets or exceeds the specification.

B.3.4. Financial proposal. This must contain the financial information about the services that will be provided by the Contractor. The firm must state its contract price, discounts, if any, and payment terms. The currency used in the financial proposal shall be in accordance to clause (A.2.) The financial component shall have a cover letter wherein your firm's authorized representative affirms a summary of the price and the period of validity. See Annex (iv) – Quotation Form.

B.4. Period of validity of quotations. Quotations shall remain valid for a period of at least one hundred and twenty (120) days from the date fixed for submission of the quotations. A quotation valid for a shorter period may be rejected by SCBD on the grounds that it is non-responsive.

B.5. Comprehensive and concise proposals. Proposers must provide all requisite information under this RFQ and clearly and concisely respond to all points set out in this RFQ. Any quotation which does not fully and comprehensively address this RFQ may be rejected. Proposers should also limit their quotations to the requirements of this RFQ. Unnecessarily elaborate brochures and other presentations beyond that sufficient to constitute a complete and effective quotation are discouraged.

C. Submission and Opening of Quotations

C.1. Submission. Bidders indicate the RFQ reference number in the subject of the mail used to submit the quotation. Quotations sent or copied to any other email address other than the one specified in the RFQ document will be declared invalid. Quotations sent via the correct route after having been sent incorrectly will be declared invalid. Size of individual e-mails, including e-mail text and attachments, must not exceed 8 MB. An auto reply message acknowledging receipt of email will be sent to Bidders submitting their quotation by email. In order to avoid last minute line congestion, please note the following:

- Send your quotation as early as possible before the deadline;
- Send only the duly completed RFQ Documents to the secure email address.
- If the size of the email is likely to exceed 8 MB, please send the required RFQ Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email;

C.1.1. SCBD shall not consider any quotation that arrives after the deadline for submission of quotations.

- C.2. Confidentiality. Information relating to the examination, evaluation, and comparison of quotations, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- C.3. Evaluation of Quotations. SCBD evaluates quotations based on best value. That is, best quality and cost-effectiveness of the proposed offers. The following aspects will be considered in the examination:
- C.3.1. Compliance with all the requirements specified in Annex (iii) – Terms of Reference
 - C.3.2. Experience and qualifications of the firm.
- C.4. In case none of the quotations received fulfil the entire requirements, SCBD reserves the right to place the order with the firm who offers the most technically compliant quotation.
- C.5. SCBD's Right to Accept Any Quotation, and to Reject Any or All Quotations. A contract may be awarded to the bidder having submitted the quotation representing the best value to SCBD. However, SCBD reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations, at any time prior to the award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of such action
- C.6. SCBD reserves the right to make multiple arrangements for any item or items specified in the TOR.
- C.7. Payment. SCBD will effect payment within 30 days after receipt of original invoices and supporting documentation.