

## Section II: Instruction to Bidders

### 1. SCOPE OF BID

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Bidders are invited to submit a Bid for the goods and/or services specified in Section III: Schedule of Requirements, in accordance with this RFQ. A summary of the scope of the Bid is included in the **Tender Particulars** section. All correspondence and notification in relation to this RFQ shall be sent to the email address: [AMuzulu@awf.org](mailto:AMuzulu@awf.org) with a copy to [procurement@awf.org](mailto:procurement@awf.org) and [SMuchatibaya@awf.org](mailto:SMuchatibaya@awf.org)

### 2. INTERPRETATION OF THE RFQ

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This RFQ is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the Bidder and AWF and nothing in or in connection with this RFQ shall give rise to any liability on the part of AWF unless and until the Contract is signed by AWF and the successful Bidder.

### 3. AMENDMENTS TO THE RFQ

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Prior to the deadline for Bid Submission, AWF may at its discretion modify the RFQ documents by way of a written addendum. All written addenda to the bidding documents shall form part of the RFQ.

In the event AWF modifies the RFQ, AWF will make such amendments through an advertisement on the AWF website

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

### 4. BIDDER ELIGIBILITY

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

A Bidder, and all parties constituting the Bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in the **Tender Particulars** section. A bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

A bidder shall not have a conflict of interest. A bidder shall be considered to have a conflict of interest if:

- A bidder has a close business or family relationship with a AWF personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- A bidder is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by AWF to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;

- A bidder has an interest in other Bidders, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all Bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one Bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid.

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

A bidder shall not be eligible to submit a Bid if and when at the time of Bid submission, the Bidder:

- is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS ([UNOPS Ineligibility List](#)) and other Agencies, Funds or Programs of the UN System;
- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and [World Bank Listing of Ineligible Firms and Individuals](#).
- is included in any other Ineligibility List from a UNOPS partner and if so listed in **Section I: RFQ Particulars**.

All Bidders are expected to embrace the principles of the [United Nations Supplier Code of Conduct](#), given that it originates from the core values of the Charter of the United Nations. AWF also expects all its suppliers to adhere to the principles of the [United Nations Global Compact](#) and requests that all Bidders observe the highest standard of ethics during the entire Bid process, as well as the duration of any contract that may be awarded as a result of this Bid process as further defined in Article 40.

If A bidder does not have all the expertise required for the provision of the goods/services to be provided under the Contract, such Bidder may submit a Bid in association with other entities, particularly with an entity in the country where the goods and/or services are to be provided. In the case of a joint venture, consortium or association:

- (i) All parties of such joint venture, consortium or association shall be jointly and severally liable to AWF for any obligations arising from their Bid and the Contract that may be awarded to them as a result of this RFQ;
- (ii) The Bid shall clearly identify the designated entity designated to act as the contact point to deal with AWF. The duly filled Joint Venture Partner Information Form must be included with the Bid. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and
- (iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of AWF.

## **5. ERRORS OR OMISSIONS**

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Bidders shall immediately notify AWF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFQ, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

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

## **6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT**

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

- i. examine and fully inform themselves in relation to all aspects of the RFQ, including the Contract and all other documents included or referred to in this RFQ;
- ii. review the RFQ to ensure that they have a complete copy of all documents;
- iii. obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- iv. verify all relevant representations, statements and information, including those contained or referred to in the RFQ or made orally during any clarification meeting or site inspection or any discussion with AWF, its employees or agents;
- v. 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
- vi. form their own assessment of the nature and extent of the goods/services required as included in Section II: Schedule of Requirements and properly account for all requirements in their Bid.

Bidders acknowledge that AWF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFQ or any other information provided to the Bidders.

## **7. CLARIFICATION OF THE RFQ**

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Bidders may request clarification of the RFQ or Bid process by submitting a written request through the email address [AMuzulu@awf.org](mailto:AMuzulu@awf.org) with a copy to [procurement@awf.org](mailto:procurement@awf.org) and [SMuchatibaya@awf.org](mailto:SMuchatibaya@awf.org) up to the time stated in the **Tender Particulars** section and thereafter requests for clarification will not be accepted. Explanations or interpretations provided through other means will not be considered binding or official.

AWF 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 posted on the AWF website.

## **8. CLARIFICATION OR PRE-BID MEETING**

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No Pre-Bid meeting shall be conducted for this RFQ.

## **9. SITE INSPECTION**

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No Site Inspection shall be done for this RFQ.

## **10. DOCUMENTS COMPRISING THE BID**

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The Bid shall comprise the following:

- (a) Legal status- Statutory business certificates and licenses.
- (b) Financial Capacity- The latest audited and bank statement for the past 6 months
- (c) References- A list of references preferably INGO and UN agencies for the same services
- (d) The quotation prices should be valid for at least 90 days from the date of receipt of the quotation
- (e) All Bidders must submit their quotation with all relevant and valid documentation attached
- (f) Documentary evidence to establish the Bidder's compliance with the applicable eligibility, formal, qualification and technical criteria included in Section IV;

## **11. EXCLUSIVITY AND AVAILABILITY STATEMENT**

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If so required in the Tender Particulars section each key expert profile requested in Section III: 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 Bid must not be part of any other Bid being submitted for this RFQ process. They must therefore engage themselves exclusively to the Bidder.
- 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 Bidder's Bid.

Having selected A bidder partly on the basis of an evaluation of the key experts presented in the offer, AWF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the solicitation documents, AWF will only consider substitutions after the deadline for the submission of Bids in cases of unexpected delays in the commencement date beyond the control of the Bidder, 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 Bid. The desire of A bidder 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 BIDS**

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

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

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

- (i) clarifications and addenda are provided or not provided to Bidders;
- (ii) A bidder is not selected or not engaged to carry out the services;

- (iii) AWF varies, terminates, suspends or delays any aspect of the Bid process or conducts another process in its place;
- (iv) AWF elects not to proceed with the RFQ in whole or in part; or
- (v) AWF exercises any other rights under the RFQ.

### **13. BID VALIDITY PERIOD**

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Bids shall remain valid for acceptance by AWF for the entire period set out in the **Tender Particulars** section. A Bid valid for a shorter period of time shall not be further considered.

Prior to expiration of the Bid validity period, AWF may request in writing that the Bidders extend the validity of their Bids with the same conditions. The Bid of Bidders who decline to extend the validity of their Bid shall become disqualified as no longer valid.

### **14. PARTIAL BIDS**

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Bidders must offer goods and/or services for the total requirement requested under Section III: Schedule of Requirements unless if so stated in the **Tender Particulars** section. Bids offering only part of the requirements may be rejected unless permitted otherwise in the **Tender Particulars** section.

If indicated in the **Tender Particulars** section that Bids are being invited for individual contracts (lots) and unless otherwise indicated in Section I, Bidders 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 the **Evaluation Criteria** section.

### **15. ALTERNATIVE BIDS**

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Bidders shall not submit more than one Bid per Bidder in this RFQ process, with the exception of alternative offers if so provided for in the **Tender Particulars** section. Where the conditions for its acceptance are met, AWF reserves the right to award a contract based on an alternative bid.

### **16. BID PRICES AND DISCOUNTS**

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The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Price Schedules.

The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

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 II: Schedule of Requirements.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **Tender Particulars** section.

A Bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Bidders Article 26. However, if in accordance with the **Tender Particulars** section, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in in the **Tender Particulars** section Bids are being invited for individual contracts (lots) and unless otherwise indicated in the **Tender Particulars** section, 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. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

#### **17. BID CURRENC(IES)**

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Prices in the Bid shall be quoted in the currency(ies) stated in the **Tender Particulars** section. If applicable, for comparison and evaluation purposes, AWF will convert the Bid prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Bid Submission. AWF reserves the right not to reject any Bids submitted in a currency other than the mandatory bidding currency(ies). AWF may accept Bids submitted in another currency than stated above if the Bidder confirms during clarification of Bids in writing that it will accept a contract issued in the mandatory Bid currency and that for conversion the official United Nations operational rate of exchange of the day of RFQ deadline as stated in the **Tender Particulars** section shall apply. Regardless of the currency of Bids received, the contract will always be issued, and subsequent payments will be made in the mandatory bidding currency above.

#### **18. DUTIES AND TAXES**

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All Bids shall be submitted **GROSS** of any direct taxes and any other taxes and duties, unless otherwise specified in the **Tender Particulars** section.

#### **19. BID SECURITY**

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Not required for this RFQ.

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

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The documents comprising the Bid shall be typed and shall be signed in indelible ink by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

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

#### **21. LANGUAGE OF BIDS**

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All Bids, information, documents and correspondence exchanged between AWF and the Bidders in relation to this Bid process shall be in the language set out in the **Tender Particulars** section.

Supporting documents may be submitted in their original language. If such language is different from that set out in the **Tender Particulars** section, the supporting documents shall be submitted

together with a translation of the supporting documents' relevant excerpts. In any such case, for interpretation of the bid, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

## **22. DEADLINE FOR BID SUBMISSION**

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All Bids shall be received by AWF by no later than the time and date set out in the **Tender Particulars** section. It shall be the sole responsibility of the Bidders to ensure that their Bids submitted through the email address: [AMuzulu@awf.org](mailto:AMuzulu@awf.org) with a copy to [procurement@awf.org](mailto:procurement@awf.org) and [SMuchatibaya@awf.org](mailto:SMuchatibaya@awf.org) before this date.

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

## **23. BID SUBMISSION**

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All Bids shall be submitted to AWF through the email address: [AMuzulu@awf.org](mailto:AMuzulu@awf.org) with a copy to [procurement@awf.org](mailto:procurement@awf.org) and [SMuchatibaya@awf.org](mailto:SMuchatibaya@awf.org). Bids that are not submitted in accordance with this provision shall be rejected.

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

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Prior to the Deadline for Bid Submission, A bidder may withdraw, substitute, or modify its submitted Bid. However, after the Deadline for Bid Submission, the Bids shall remain valid and open for acceptance by AWF for the entire Bid Validity Period, as may be extended.

## **25. OPENING OF BIDS**

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In the case of an RFQ, Bids will be opened by a AWF Bid opening panel consisting of at least two personnel. Bidders may attend the opening of the Bids, if stated in the **Tender Particulars** section. Financial Bids will be opened only for Bids that achieve the minimum technical threshold according to Article 30, Evaluation of Bids.

## **26. CLARIFICATION OF BIDS**

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

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

## **27. COMPLIANCE OF BIDS**

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AWF's determination of a bid's compliance is to be based on the contents of the Bid itself.

A substantially compliant Bid is one that meets or exceeds the requirements under the Schedule of Requirements and the Evaluation Criteria of the RFQ 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 Goods and/or Services specified in the Schedule of Requirements; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, AWF's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant Bids.

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

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

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Provided that a Bid is substantially compliant, AWF may waive any minor informalities, errors or omissions in the Bid 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 Bidders.

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

Provided that the Bid is substantially compliant, AWF 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 AWF 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 Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

## **29. PRELIMINARY EXAMINATION**

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Upon opening of the Bids, AWF shall proceed to a preliminary examination of the Bids to confirm that all documents and technical documentation requested in Instructions to Bidders Article 10, Documents comprising the bid, have been provided, and to determine the completeness of each document submitted. AWF may reject any Bid during the preliminary examination which does not



comply with the formal and eligibility requirements set out in the Evaluation criteria section, without further consultation with the Bidder.

Bids which are incomplete, frivolous, or that contain material deviations from or reservations to the terms of the Contract, may, in AWF absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination.

### **30. EVALUATION OF BIDS**

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To evaluate a Bid, AWF shall only use all the methodologies and criteria defined in the RFQ. No other criteria or methodology shall be permitted.

All Bids found substantially compliant with the formal and eligibility criteria under Article 28, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if include in the Evaluation Criteria (Section IV)). Eligibility and Qualification will be evaluated on a Pass/Fail basis. If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.
2. Technical evaluation will be conducted to establish substantial compliance as per the criteria included in the evaluation criteria section. When the specifications of the item(s) quoted vary in one or more significant aspects/from the minimum required technical specifications, or when the bid does not meet the delivery schedule, the bid will not be considered substantially compliant and will not be evaluated further.
3. The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to AWF.

After completion of the evaluation but prior to award, AWF shall conduct background checks/due diligence on the Bidder recommended for award, to confirm the Bidder meets the criteria set forth in this RFQ or as appropriate to the nature of the procurement process and to reject a Bidder on the basis of these findings. Bidders shall permit AWF representatives to access their facilities at any reasonable time to inspect the Bidder's premises.

### **31. AWARD CRITERIA**

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At the time the contract is awarded, AWF shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the bidding documents. AWF reserves a right to conduct negotiations with the bidder recommended for award on the content of their bid.

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

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At the time the Contract is awarded, AWF reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Section III: Schedule of Requirements and without any change in the unit prices or other terms and conditions of the Bid and the RFQ.

### 33. NOTIFICATION OF AWARD

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Prior to the expiration of the period of Bid validity, AWF will notify the successful Bidder in writing by email or post, that its Bid has been accepted.

### 34. SIGNING OF CONTRACT

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At the same time as AWF notifies a successful Bidder that its Bid has been accepted, AWF will invite the Bidder, to sign the contract incorporating all agreements between the parties.

### 35. PERFORMANCE SECURITY

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The successful Bidder, if so specified in the **Tender Particulars** section shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from AWF. AWF shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Article 18.

Failure of the successful Bidder 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 Bid Security. In that event AWF may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by AWF to be qualified to perform the Contract satisfactorily.

### 36. PAYMENT TERMS

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AWF will ordinarily effect payment within 30 days after receipt of the services/goods and on submission of payment documentation unless otherwise stated in the **Tender Particulars** section. Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by AWF. Payment discounts will not be considered in the financial evaluation.

Unless otherwise stated in the **Tender Particulars** section, AWF will not accept requests from Bidders to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in the **Tender Particulars** section, a request from the Bidder for advance payment shall be justified in writing by the Bidder in its bid.

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 AWF, AWF may require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section V: Contract Forms, or another Form acceptable to AWF.

### 37. CONTRACT MANAGEMENT

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AWF 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 III: Schedule of Requirements.

Except under the circumstances of Force Majeure as described under the AWF 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, AWF may, without prejudice to any or all its other remedies under the Contract and if so stated in the **Tender Particulars** section, 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, AWF may terminate the Contract pursuant to the General Conditions of Contract.

### **38. PUBLICATION OF CONTRACT AWARD**

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AWF shall publish on its website information regarding the purchase order(s) awarded as a result of this RFQ. After publication of the award, unsuccessful Bidders may request in writing to AWF for a debriefing seeking explanations on the grounds on which their Bids were not selected. AWF shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

### **39. OTHER AWF's RIGHTS**

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

- (i) require additional information from Bidders;
- (ii) change the structure and timing of the RFQ;
- (iii) alter, terminate, suspend or defer the Bid process or any part of or activity in it;
- (iv) consider or accept or reject any Bid 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 AWF acts reasonably in so doing;
- (vii) abandon, cancel or otherwise not proceed with the Bid process at any time prior to the award of a contract, without any liability toward the Bidders and without providing any reason or notice to Bidders.

### **40. CONFIDENTIALITY**

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All information and documents provided to the Bidders by AWF shall be treated as confidential by the Bidders and shall:

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

All information and documents provided to the Bidders by AWF shall not be disclosed to any third party, except:

- (i) with the prior written consent of AWF;
- (ii) where the third party is assisting a Bidder in preparing the bid, provided the Bidder has previously ensured that party's adherence to this duty of confidentiality;
- (iii) if the information or documents is/are at the time of this RFQ lawfully in the possession of the Bidder through a party other than AWF;
- (iv) if required by law, and provided that the Bidder has previously informed AWF 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**

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

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the Bid process and any contract that may be awarded as a result of this Bid process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with AWF and shall have no interest in other Bidders or parties involved in this Bid process or in the project underlying this Bid process;
- (iii) have not engaged, or attempted to engage, in any Proscribed Practices in connection with this RFQ process or the contract that may be awarded as a result of this RFQ process. For the purposes of this provision, Proscribed Practices are defined in the UNOPS vendor 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 AWF;
  - Obstruction: Acts or omissions by a Vendor that prevent or hinder AWF from investigating instances of possible Proscribed Practices.

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

## **42. AUDIT**

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AWF 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 AWF 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 AWF hereunder.

## **43. BID PROTEST**

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Any Bidder that believes to have been unjustly treated in connection with this Bid process or any contract that may be awarded as a result of such Bid process may submit a complaint to [eoeri@awf.org](mailto:eoeri@awf.org) and [GOloo@awf.org](mailto:GOloo@awf.org).