

Administrative Instruction

Date: 21 November 2008
To: All UNOPS personnel
From: Karsten Bloch
Director, Global Service Centre & CIO
AI Reference: AI/GSC/2008/01
Subject: **Procurement Policies**



Introduction

The Chief Procurement Officer (CPO) is concerned to mitigate procurement risks and therefore wishes to promulgate procurement policies which are supplemental to the UNOPS Procurement Manual and clarify UNOPS position on various issues.

Purpose

The purpose of this Administrative Instruction (AI) is to promulgate procurement policies applicable to UNOPS and supplement the provisions currently found in the UNOPS Procurement Manual. All provisions of the present administrative instruction will be duly incorporated in the revised version of the Procurement Manual.

Consequential changes

The CPO has decided that in the event of conflict between this AI and the Procurement Manual, the provisions of this AI shall prevail.

Effective Date

This AI is effective immediately.

**ADMINISTRATIVE INSTRUCTION
(AI/GSC/2008/01)
PROCUREMENT POLICIES**

Section 1: Scope

- 1.1 This AI shall apply to all UNOPS personnel¹ participating in the procurement process.
- 1.2 For the purpose of this AI “participating in the procurement process” shall mean involvement in any of the following activities:
- (a) Drafting, reviewing or approving specifications or statements of work;
 - (b) Preparing or developing solicitations;
 - (c) Identifying potential contractors or vendors;
 - (d) Managing the contractor or vendor database or the registration of new contractors or vendors;
 - (e) Evaluating bids or proposals or selecting a source;
 - (f) Negotiating price or terms and conditions of the contract;
 - (g) Reviewing and approving the award of the contract;
 - (h) Signing the contract;
 - (i) Certifying, approving and making payments under the contract;
 - (j) Managing the contract;
 - (k) Reviewing contractor or vendor performance;
 - (l) Handling contractor’s or vendor’s protests or disputes;
 - (m) Auditing the procurement process.

Section 2: Procurement ethics

2.1 UNOPS personnel are expected to conduct procurement in an ethical manner, as outlined in the UNOPS Procurement Manual, Charter of the United Nations - Articles 100 and 101, the Oath of Office, the UN Staff Regulations and Rules, the Standards of conduct for the international civil service – 2001, ST/SGB/2002/13 – Status, basic rights and duties of United Nations staff members.

2.2 The standard of conduct for all personnel involved in the procurement process includes, but is not limited to:

- (a) Personnel shall not allow any vendor(s) to have access to information on a particular acquisition, before such information is available to the business community at large;
- (b) Personnel shall not intentionally use unnecessarily restrictive or “tailored” specifications or statements of work that can discourage competition;
- (c) Personnel shall not solicit or accept, directly or indirectly any promise of future employment from anyone who has or is seeking to obtain UNOPS business;
- (d) Personnel shall not have a financial interest in any vendor(s) responding to a UNOPS bidding exercise and are prohibited from any involvement in the procurement action if they do;

¹ “UNOPS personnel” shall mean staff members recruited under the 100, 200 or 300 series of the United Nations Staff Rules and individuals under other personnel arrangements such as contractors under the Individual Contractor Agreement (ICA) contracts.

(e) Personnel shall not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information.

2.3 The actions of UNOPS personnel in the procurement process shall be transparent so that it can be verified that these standards have been upheld.

2.4 This policy shall be interpreted and applied in a manner which shall best serve the interests of UNOPS. If any UNOPS personnel believe that s/he may have a conflict of interest, s/he shall promptly and fully disclose the conflict to the UNOPS Ethics Officer and shall refrain from participating in any way in the matter to which the potential conflict relates, until the conflict has been resolved satisfactorily by the Ethics Officer. In some cases, it may be determined that, after full disclosure to those concerned, UNOPS' interests are best served by participation of the individual, despite the conflict.

Section 3: Anti corruption

3.1 UNOPS shall communicate to vendors during the registration phase, in the bidding documents and in the contract documents, that all UNOPS vendors shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. The list of definitions below, indicates the most common types of corrupt practices, but is not exhaustive:

- (a) "Bribery" means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
- (b) "Extortion" or "Coercion" means the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threats of injury to person, property or reputation;
- (c) "Fraud" means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing contracts, to the detriment of the United Nations or other participants;
- (d) "Collusion" is an agreement between bidders designed to result in bids at artificial prices that are not competitive.

3.2 UNOPS will:

- (a) 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;
- (b) 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 UNOPS contract;
- (c) Cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;
- (d) Normally requires a UNOPS vendor to allow UNOPS, or any person that UNOPS may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

3.3 Any vendor participating in UNOPS' procurement activities, shall facilitate to UNOPS personnel upon first request, all documents, records and other elements needed by UNOPS 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 UNOPS vendor roster and may lead to suspension following review by UNOPS Vendor Review Committee.

Section 4: Post employment restrictions

4.1 UNOPS has issued an [Administrative Instruction AI/OEC/2008/06](#) (which is aligned with the Secretary-General's bulletin of ST/SGB/2006/15), outlining post employment restrictions of UNOPS personnel involved in the procurement process after separation.

Section 5: Zero tolerance policy on gifts

5.1 It is of overriding importance that procurement personnel should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment to an individual or entity by accepting offers of gifts and hospitality or other similar considerations. Personnel should at all time behave in a way that upholds the values and the integrity and good reputation of UNOPS.

5.2 It is inconsistent that a Procurement Officer or other personnel involved in any aspect of procurement, accepts any gift from any outside source regardless of the value and regardless of whether the outside source is or is not soliciting business with UNOPS. Consequently, UNOPS shall have a zero tolerance policy on gifts and hospitality with respect to procurement personnel, and all other personnel involved in procurement shall decline offers of gifts, including drinks, meals, tickets, hospitality, transportation, or any other form of benefits, even if it is in association with an "official working visit".

5.3 All items received from vendors, even of nominal value, shall be returned to the vendor except where this is uneconomic to UNOPS and in which case shall be auctioned/raffled publicly and the proceeds of sale/raffle donated to a charity of UNOPS choice.

5.4 Clause 1.6.2 of the Procurement Manual is hereby superseded and will be amended to reflect the new policy.

Section 6: Vendor evaluation

6.1 UNOPS maintains local databases of potential vendors for the supply of goods/services/works to UNOPS. In addition to this, UNOPS uses the [United Nations Global Marketplace \(UNGM\)](#).

6.2 UNOPS uses criteria as outlined below, to evaluate information provided by potential vendors. Successful applicants are duly registered in the local vendor databases/UNGM, under the commodities or services indicated by the vendor.

6.3 The following are the minimum requirements for registration in the UNGM/inclusion in a local database:

- (a) Complete registration steps in UNGM (if applicable);
- (b) Copy of certificate of incorporation (privately held companies only);
- (c) Latest certified/audited financial statements, i.e. balance sheet and income statement (privately held companies); or copy of signed income tax return (US applicants only) or annual report to

shareholders (publicly traded companies); or similar information on the financial reliability of the applicant;

(d) General information about the firm and its products/services, including copies of standards of quality certification for the products/services the company wishes to register; and

(e) Letter of reference from at least 3 clients to whom the company has provided goods/services over the past 12 months.

(f) Advise if they are currently employing or anticipate employing any person(s) who have been employed by the UN in the past.

6.4 The evaluation criteria below shall be utilized to assess whether a vendor should be registered as a UNOPS vendor in the UNGM/local database:

(a) Relevance of the goods/services offered to UNOPS – ie whether they are regularly requisitioned, occasionally required, or never required;

(b) Financial Stability:

- does the applicant have sound financials as determined by most recent certified/audited financial statements, tax return or Annual Report to Shareholders (publicly traded companies);
- The documentation regarding the applicant does not show any negative events, such as deficit in net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments, bad credit or payment history;
- Failure to submit financial data capable of being adequately evaluated shall normally disqualify the applicant;

(c) Payment Terms:

- The payment terms offered by the applicant should correspond to the UNOPS standard payment terms. Failure to comply with the UNOPS standard payment terms shall normally disqualify the applicant.

(d) Applicant business experience and capacity:

- Applicants are required to provide a certified copy of the certificate of incorporation, or other documents setting forth the legal basis of the entity (e.g. partnership agreement) and information on 'paid-up capital' as already provided to the appropriate authorities in the respective member states; preferably, the applicant should have been in business for at least, and have been providing and/or manufacturing the products and/or services in question, for a minimum of 3 years.
- Applicants are required to submit evidence of verifiable experience with other UN agencies or member/observer states, if they have any.
- Applicants are required to submit general information about the company and its products/services.
- Applicants are required to submit at least 3 valid references confirming good performance, from clients to whom the applicant has provided products/services over the past 12 months.

(e) Technical competence:

- Provide proof of adherence to international quality standards for the products or services offered by submitting a certificate issued by an internationally recognized independent organisation; or evidence of major, or international acceptance of the vendor's services, or methodology for providing services.
- Where applicable, describe the ability to provide an international network of agents, representatives, and authorised dealers for after sales services.
- Where applicable, furnish additional evidence of technical competence of highly specialized nature through documentation required by international or local legislation, internal work procedures and similar documents.

6.5 Clause 3.1.1 of the Procurement Manual is hereby amended to include paragraphs 6.1-6.4 as above.

Section 7: Suspended vendors

7.1 In order to ensure that the United Nations conducts business with vendors who adhere to the highest ethical standards, United Nations Procurement Division (UNPD) review all potential vendors prior to registration and monitor vendor performance following registration. They prepare suspended vendor lists periodically and detailing vendors that have been suspended/removed from their database. The suspended vendor lists are circulated to all members of the High Level Committee on Management – Procurement Network.

7.2 The criteria for suspension or removal from the UNPD vendor database are as follows:

(a) Based on substantial and documented evidence, the vendor has failed to adhere to the terms and conditions of a contract with the United Nations, so serious as to justify suspension or removal from the vendor database such as:

- Failure to perform in accordance with the terms and conditions of one or more contract;
- The vendor is believed to have engaged in criminal activity (e.g., fraud);
- Abusive, unethical or unprofessional conduct, including corrupt practices and submission of false information;
- Genuine concern about the contractor's ability to satisfactorily perform contractual obligations, such as filing for bankruptcy, or the company is in or has recently been in receivership; or
- Any documented or compelling proof of misconduct, which can negatively affect the interests of the United Nations and which would reasonably impair the vendor's ability to perform a contract;

(b) Notification by a Member State, or other authoritative source that a vendor has been charged with committing fraud or a criminal offence in that country;

(c) A criminal conviction or civil judgements issued against a vendor indicating a lack of business integrity or business honesty.

7.3 It is UNOPS policy to accept UNPD's suspended vendor list. Consequently, UNOPS shall ensure that the names of vendors listed, shall be reflected on the Intranet/ATLAS and shall not enter into any new contractual relationships with vendors who are included in the UNPD suspended vendor list, unless/until they are duly reinstated by UNPD and UNPD informs UNOPS of this.

Section 8: UN 1267 Terrorist list

8.1 Security Council resolution 1267, established a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban.

8.2 Subsequently a list of names has been issued and updated periodically - <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. UNOPS adheres to this "1267 list" and shall check the names on the list prior to entering into any contracts and shall not enter into any contractual relationship with parties who are named in the 1267 list.

Section 9: Vendor background checks

9.1 A background check is a review of a selected vendor in order to ensure that the entity is qualified and responsible to successfully complete the contract (ie the supplier is a legal entity, financially solvent and has good standing in the business community), and not only ‘technically responsive’ (as determined by the technical evaluation). Background checks are the responsibility of the person in charge of the procurement process and should be completed prior to recommendation for award. All results of a background check must be documented on file.

9.2 The extent of the background check should be reasonable, related to the value of the contract and the complexity of the specific case. The following aspects should be considered in a background check:

- (a) Legal and regulatory requirements;
- (b) Technical capability and experience;
- (c) Financial capability;
- (d) Institutional and workload capability.

9.3 The procedure as to how to conduct a background check, is outlined in the Procurement Guideline entitled [“Background check of suppliers”](https://intra.unops.org/Practices/DPS/DocumentLibrary/How%20to%20Guides/Background%20Check%20of%20Suppliers%20-%20Guideline.doc) - <https://intra.unops.org/Practices/DPS/DocumentLibrary/How to Guides/Background Check of Suppliers - Guideline.doc>.

Section 10: Procurement plans

10.1 Procurement planning, including logistics, finance and other resources, is essential for the effective and timely solicitation of bids or proposals, award of contracts and delivery of the goods/services/works required. Requisitioners are responsible for the timely development of procurement plans.

10.2 In order to ensure that UNOPS obtains good quality goods/services/works at competitive prices, and within the time frame required, the requisitioner offices shall, to the extent possible:

- (a) Ensure the rational and optimal use of funds throughout the budget period;
- (b) Avoid last minute requisitions, especially at the end of the budget period, as this may hamper the ability of UNOPS to ensure a transparent, open, efficient and timely procurement process.

10.3 The requisitioner shall prepare procurement plans on an annual basis and provide any proposed revisions to the plans at no more than three monthly intervals to the requisite Regional Office. Such planning shall, to the extent possible be used to obtain economies of scale and other benefits to the Organisation.

10.4 The procurement plan shall contain the following information:

- (a) Item number. [i.e. a numerical identifier];
- (b) Type of goods/services/works required, following the UN nomenclature;
- (c) Estimated quantity (number of units) or term (number of months);
- (d) Estimated value in US dollars;
- (e) Delivery date or expected quarter when the goods are required to be delivered or the services required to commence;
- (f) Estimated date of publication of an Expression of Interest;
- (g) Estimated date for issuance of solicitation documents;
- (h) Estimated date for completion of technical and financial evaluations;

(i) Any other relevant information (e.g., locations where goods/services are required).

10.5 The procurement plans shall be used to analyse what goods/services are required on a recurring basis and therefore justify the implementation of global/regional or local Long Term Agreements (LTA's). In addition, they shall be a baseline to reflect what was planned initially and what was ultimately procured.

10.6 Procurement planning should be complimented by continuous monitoring of the implementation of the plan, taking prompt corrective action when significant deviations between planned and actual dates are identified.

10.7 Sample format procurement plans are available on the procurement pages of the intranet.

Section 11: Management of LTA's

11.1 Global/regional/local LTA's shall be implemented to the greatest extent possible and pursuant to the annual bid plans.

11.2 All LTA's implemented, shall be monitored through:

- (a) A masterfile LTA spreadsheet recording all LTA's executed together with details of the name of the vendor(s), tracking number allocated to the LTA, ITB/RFP reference, LTA commencement date, LTA expiry date, general description of the goods/services covered by the LTA;
- (b) An LTA expenditure spreadsheet for each specific LTA, recording every PO issued pursuant to that LTA (ie PO number, issuance date, US dollar value, delivery date) and cumulative total. The spreadsheet shall also include a column for comments on vendor performance for each specific PO and in the event of poor performance, recommendation for suspension/cancellation of the LTA as appropriate;
- (c) Quarterly review reports to the Local Contracts & Property Committee (LCPC) if one exists, or to the Headquarters Contracts & Property Committee (HQPC). These reports should summarise the LTA's as implemented locally/regionally/globally, the dollar value of expenditure pursuant to each LTA and any comments as appropriate concerning performance.

11.3 Where there is a continued demand for the goods/services covered by an LTA, new bidding exercises shall be conducted at least 3 months prior to LTA expiry in order to allow sufficient time for the new bidding exercise to be completed and LCPC/HQPC approval obtained as appropriate.

Section 12: Vendor code of conduct

12.1 The "UN Supplier Code of Conduct" was promulgated by the United Nations Procurement Division in May 2007.

http://www.un.org/Depts/ptd/pdf/conduct_english.pdf

http://www.un.org/Depts/ptd/pdf/conduct_french.pdf

http://www.un.org/Depts/ptd/pdf/conduct_spanish.pdf

http://www.un.org/Depts/ptd/pdf/conduct_arabic.pdf

12.2 The UN Supplier Code of Conduct is fully endorsed by UNOPS and shall be placed on UNOPS internet website.

Section 13: Vendor review committee

13.1 A Vendor Review Committee (VRC) shall be established at Headquarters. The VRC shall serve as a review board for complaints from potential vendors who have been disqualified from registration or whose application for registration in the Vendor database has been rejected. Further, the VRC shall evaluate and recommend for decision by Director, United Nations Procurement Division, the suspension, removal or reinstatement of registered Vendors from the Vendor database as recommended by the VRC.

13.2 The Terms of Reference of the VRC are attached as **Annex A**.

Section 14: Bid opening committee

14.1 A Bid Opening Committee (BOC) shall be established at Headquarters, in Regional Offices and Operations Centres as appropriate. The purpose of the BOC is to receive, open, tabulate and maintain bids.

14.2 The Terms of Reference of the BOC for HQ and Regional Offices are attached as **Annex B**. Operations Centres can take guidance from the Terms of Reference in establishing bid opening committees as appropriate for their requirements.

Section 15: Independent bid protest

15.1 UNOPS has an independent bid protest procedure outlined in clause 8.5 of the Procurement Manual, whereby vendors perceiving that they have been treated unfairly pursuant to a competitive bidding exercise, have the right of review. Clause 8.5 of the [Procurement Manual](#) is hereby deleted and replaced with the following clause:

The solicitation documents shall contain a paragraph informing potential suppliers of the protest mechanism in UNOPS.

Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract, may complain to the UNOPS Ethics Officer. Whenever a complaint is received, either during the bidding process or following contract award, the procedure for response shall be as follows:

- (a) If the complaint involves allegations of staff misconduct, corrupt or fraudulent practices, the protest shall be referred by the Ethics Officer directly to Corporate Control Centre (CCC), without any further involvement of the Procurement Authority (PA) or procurement staff. CCC shall investigate and respond to the supplier in an appropriate manner;
- (b) For complaints other than staff misconduct, corrupt or fraudulent practices, the Ethics Officer shall request UNOPS personnel who are not involved in the procurement activities, to prepare a response to the complaint/request for clarification to the supplier within 7 working days;

- (c) The supplier shall thereafter have 7 working days, or such further time as UNOPS may reasonably agree in the circumstances, to confirm their protest in the event that they are not satisfied with the response;
- (d) If there is no further response from the supplier to UNOPS within the requisite response period, UNOPS response shall be considered accepted and the protest shall be deemed to have been withdrawn;
- (e) If the complaint is confirmed, as the clarifications issued are not satisfactory to the supplier, the confirmed complaint, together with all relevant background documents, shall be submitted to the attention of the General Counsel. No additional matters than those contained in the original protest may be included in this presentation. The General Counsel will issue a final response to the supplier. This final response will reflect the formal position of UNOPS on the matter;
- (f) Any further complaints by the supplier should be dealt with through arbitration, in accordance with the provisions of the solicitation documents.

Section 16: The Global Compact

16.1 UNOPS strongly encourages all vendors to actively participate in the UN Global Compact (UNGC). The UNGC is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalisation.

16.2 The UNGC asks companies to embrace, support and enact, within their sphere of influence, a set of core values in the areas of human rights, labour standards, the environment and anti-corruption, known as the 10 principles of the UNGC.

(a) Human Rights

Principle 1 Business should support and respect the protection of internationally proclaimed human rights; and

Principle 2 make sure that they are not complicit in human rights abuses.

(b) Labour

Principle 3 Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4 the elimination of all forms of forced and compulsory labour;

Principle 5 the effective abolition of child labour; and

Principle 6 the elimination of discrimination in respect of employment and occupation.

(c) Environment

Principle 7 Businesses should support a precautionary approach to environmental challenges;

Principle 8 undertake initiatives to promote greater environmental responsibility; and

Principle 9 encourage the development and diffusion of environmentally friendly technologies.

(d) Anti-corruption

Principle 10 Business should work against all forms of corruption, including extortion and bribery.

16.3 Vendors interested in participating in the UNGC should visit the website at <http://www.unglobalcompact.org/> for further information.

Section 17: Sustainable procurement

17.1 UNOPS recognises that a more resource efficient management of operations will not only be beneficial for the environment and for financial efficiency but will also prove that UNOPS stands behind the principles it promotes and actively supports them.

17.2 UNOPS commits to making sustainable procurement its standard practice progressively and in full respect of the right of access to the UN market for vendors from developing countries and countries with economies in transition.

17.3 Sustainable procurement practices integrate requirements, specifications and criteria that are compatible and in favour of the protection of the environment, of social progress and in support of economic development, namely by seeking resource efficiency, improving the quality of products and services and ultimately optimizing costs.

17.4 It is intended that sustainable procurement practices will act in support of the proper implementation of UNOPS procurement rules and principles, particularly the principles of best value for money and interest of UNOPS.

Section 18: Entry into force

This AI shall enter into force with immediate effect.

ANNEX A Terms of Reference - Vendor Review Committee

Composition and purpose of the Vendor Review Committee

At UNOPS HQ, a standing Vendor Review Committee (VRC) shall be established by the Executive Director, UNOPS, comprising the following UNOPS staff members:

- (a) Senior Procurement Officer as Chairperson;
- (b) Team Leaders of Global Service Centre (GSC) Procurement and 2 Procurement Officers from Regional Offices or Operations Centres who shall participate via video conference as required;
- (c) Admin Assistant, GSC Procurement, as Secretary.

The VRC shall serve as a review board for complaints:

- (a) From potential vendors who have been disqualified from registration or whose application for registration in the UNOPS vendor roster has been rejected;
- (b) From UNOPS staff as to poor performance of vendors pursuant to contracts entered into with them by UNOPS.

Further, the VRC shall evaluate and recommend for decision by the General Counsel, UNOPS, the suspension, removal or reinstatement of registered vendors from the UNOPS vendor database, as well as the sanctioning of non-registered vendors.

Review by the Vendor Review Committee

The responsible VRC shall review all substantial and documented evidence provided to them by all concerned, taking in consideration the criteria outlined in para 3.1. Based on its examination, the VRC shall recommend to the General Counsel, whether to suspend the vendor for a specific period of time or remove the vendor indefinitely from the UNOPS vendor database. If the circumstances warrant that the vendor be suspended, the period of such suspension should be clearly defined, so as to afford the vendor the opportunity to correct the deficiency that led to the suspension.

Criteria for suspension or removal

The criteria for suspension or removal from the UNOPS vendor database are as follows:

- (a) Based on substantial and documented evidence, the vendor has failed to adhere to the terms and conditions of a contract with UNOPS, so serious as to justify suspension or removal from the UNOPS vendor database such as:
 - i. Failure to perform in accordance with the terms and conditions of one or more contract;
 - ii. The vendor is believed to have engaged in criminal activity (e.g., fraud);
 - iii. Abusive, unethical or unprofessional conduct, including corrupt practices and submission of false information;
 - iv. Genuine concern about the vendor's ability to satisfactorily perform contractual obligations, such as filing for bankruptcy, or the company is in or has recently been in receivership;

- v. Any documented or compelling proof of misconduct, which can negatively affect the interests of UNOPS and which would reasonably impair the vendor's ability to perform a contract;
- vi. Notification by a Member State, or other authoritative source that a vendor has been charged with committing fraud or a criminal offence in that country;
- vii. A criminal conviction or civil judgment issued against a vendor indicating a lack of business integrity or business honesty.

Evidence of non-performance by a vendor as described, should not automatically translate into suspension or removal from the UNOPS vendor database. Mitigating factors should be thoroughly considered by the VRC, prior to recommending suspension or revocation of a vendor from the vendor database;

Removal or suspension of a vendor may require consultation with General Counsel prior to such action, as appropriate.

Vendor Review Committee deliberations

The VRC's recommendation to the General Counsel, shall be made in writing, and the reasons for removal from the UNOPS Vendor database should be unambiguously stated. The recommendation shall be placed in the applicable UNOPS vendor file, whether at HQ, Regional Office or in the Operations Centre;

The General Counsel shall advise the VRC whether s/he accepts their recommendation and if not, the reason for this.

Notification of decision to suspend or remove a vendor

Upon receipt of the recommendation from the VRC the General Counsel, shall decide whether to accept the recommendation or not. In the event that the General Counsel agrees to remove, or suspend from the UNOPS vendor database, the VRC shall notify the vendor in writing accordingly. The notice shall advise the vendor of UNOPS' decision to suspend for a specific period of time, or remove indefinitely the vendor from the vendor roster and specify the reasons for the decision. In addition, the notice shall inform the vendor that it may request review of the decision by the General Counsel, in accordance with para. 3.1. It should list the corrective action if any to be taken by the vendor, in order to be considered for requalification;

The notice shall be sent by mail, return receipt requested or, facsimile, and the return receipt or "confirmation of transmission" copy shall be kept in the file of the vendor, as proof of delivery. The vendor is entitled to a maximum period of 30 days following receipt thereof to request review of UNOPS' decision.

If said vendor is currently in a contractual relationship with UNOPS, the requisitioner shall be duly notified thereof, and shall pursue alternative solutions together with the procurement personnel and in coordination with the General Counsel shall ensure that the interests of the organization are duly protected during and through the conclusion of such relationship.

Requalification of Vendors

Vendors suspended or removed from the UNOPS vendor database may re-apply for registration by submitting documented or demonstrable evidence of corrective actions taken to remedy the issue(s) that led to the suspension or removal from the UNOPS vendor database;

Any vendor removed from the vendor database shall not be eligible to re-apply for registration until 6 months after receipt of written UNOPS notification of removal or suspension

ANNEX B

Terms of Reference - Bid Opening Committee

Composition and purpose of the Bid Opening Committee

At UNOPS HQ and in UNOPS Regional Offices, a Bid Opening Committee (BOC) shall be established by the Deputy Executive Director/Regional Director, UNOPS. The committee members shall be independent from the procurement activities and shall consist of:

- (a) Chairperson;
- (b) Secretary;
- (c) Witness.

The purpose of this terms of reference is to ensure that public bid openings are performed in a uniform manner that ensures transparency and fairness.

Clauses in this document that vary from those describing the same procedure in the current UNOPS Procurement Manual should be regarded as superseding those of the Procurement Manual.

- 1.4 Personnel in UNOPS Operations Centres, shall take guidance from this terms of reference and shall establish BOC's according to their local circumstances (ie personnel numbers, procurement volume etc). Operations Centres can further refer to UNOPS HQ in the event that they require additional guidance.

Public bid openings

Public bid openings shall be conducted for all bids/proposals with an estimated value of USD100,000 or more. Requests for Quotation and Invitations to Bid (ITB) with an estimated dollar value of less than USD100,000 do not require formal submission, receipt or public bid opening and shall be handled directly by the relevant procurement personnel.

Bid openings shall be scheduled to take place as and when required and personnel scheduling the bid openings shall ensure that the appropriate personnel are informed in a timely manner prior to the bid opening.

Responsibilities of the procurement personnel

Before an Invitation to Bid (ITB)/Request for Proposal(RFP) is issued, the procurement personnel shall check the available date and time for the Bid Opening under the designated meeting scheduling facility in Outlook.

Immediately upon issuance of the ITB/RFP, the procurement personnel shall provide the Chairperson of the BOC with the following documents:

- (a) The original ITB/RFP and any subsequent amendments;
- (b) The original list of invitees;
- (c) Draft Bid Tabulation Sheet, completed with respect to the description goods/services and invitees as appropriate;

(d) Bid Opening Sheet.

If the date of the scheduled public bid opening is changed, the procurement personnel shall inform the BOC as well as Registry and the Reception staff at least 3 working days prior to bid opening, and provide amended documents as appropriate.

Responsibilities of the Secretary

Receive submissions sent by email, dedicated fax, hand delivered or other acceptable means and time and date stamped by the applicable Registry, as follows:

- (a) Email submissions shall be sent to a dedicated email address (in the case of HQ - bids@unops.org), to which only the Secretary of the BOC has access, and shall be sealed in envelopes to ensure that they are not available until the bid opening. The time and date of receipt, time and date of the opening as well as the name of the prospective supplier shall be recorded on the envelopes. Each bid received is to be recorded in the Bid Receipt Report in the format at **Annex A**;
- (b) Facsimile submissions shall be sent to a dedicated fax machine maintained in a secure location, to which only the Secretary of the BOC have access, and shall be sealed in envelopes to ensure that they are not available until the bid opening. The time and date of receipt, time and date of the opening as well as the name of the supplier shall be recorded on the envelopes. Each bid received is to be recorded in the Bid Receipt Report;
- (c) Sealed bids shall be delivered to UNOPS via postal or courier service or hand delivered. Registry is charged with receiving these bids and recording the bid in the Bid Receipt Report. In the case of hand delivery, issuing a delivery receipt to the deliverer. The Registry shall place these bids in the bid box located in the reception area. Only the Secretary has access to the bid box and is charged with emptying the box prior to the bid opening.

Arrange for the members of the BOC to convene on the bid opening date.

At bid closure, collect all bids received on or before the closing date and time, from the bid opening box/secure location where bids are held prior to bid closure, and submit them to the BOC.

Any bids that are received following bid closure, shall be returned unopened to the bidder.

Disclosure of information prior to bid opening

No substantive information, with the exception of the ITB/RFP documents, subsequent amendment, questions, clarifications and answers to supplier inquiries shall be disclosed by any UNOPS staff members, to any individual or otherwise made public, prior to the bid opening date and time of submissions.

Any irregularities surrounding the opening and recording of bids or proposals shall immediately be reported to the Chairperson of the BOC and recorded in writing.

Attendance at public bid opening

Attendance at public bid opening is restricted as follows:

- (a) Only suppliers who have submitted bids may attend the bid opening. However, suppliers may authorize 1 person from a local agent, embassy or trade commission to represent them;
- (b) The BOC must ascertain that the attendee represents a supplier included in the “List of Invitees”;
- (c) Suppliers representatives must sign the attendance page of the “Bid Opening Report”, entering the following information:
 - i. Name of Company represented, or local agent//embassy/trade offices;
 - ii. Name, signature and title of the representative;
 - iii. Date of Submission opening.
- (d) Suppliers/their representatives, shall act as observers, and not as active participants in the opening process. However, they may request the Chairperson to repeat information read out. Suppliers are allowed to take notes of information announced at the public bid opening.
- (e) Copies of relevant documentation such as List of Invitees, Bid Tabulation, copies of bids etc. are not available for any suppliers, regardless of whether they have participated in the public bid opening or not;

6.2 None of the UNOPS personnel present at the bid opening shall engage in discussion with any representative of the prospective suppliers during the opening exercise.

Bid opening procedure

Before the bid opening commences, the Chairperson shall ascertain whether suppliers who have submitted bids are included on the List of Invitees submitted to the BOC by the procurement personnel. If a bid is received from a supplier who is not included in the List of Invitees, the Chairperson shall record it as an unsolicited bid and it shall be opened in the normal manner. The procurement personnel shall thereafter determine whether or not to accept the bid in accordance with clause 5.4.2 of the Procurement Manual.

7.2 If bids have been obtained pursuant to an ITB with an estimated value exceeding USD 100,000, the bids shall be opened publicly at the time and place specified in the ITB and immediate record made thereof. A bid tabulation should record the following information for each of the received bids:

- (a) The date and time of the opening;
- (b) Bidders name and country;
- (c) Currency of bid, UN exchange rate of the date of the bid deadline, unit and total bid prices, and the INCOTERMS (FCA & CPT/DDU etc., if relevant). When a bid comprises several lots, total prices for individual lots should be recorded;
- (d) Price of alternative bids, if applicable;
- (e) Comments on incomplete bids or other matters observed by the bid opening panel;
- (f) Names of the UNOPS individuals present;
- (g) Names and signatures of suppliers present (or represented).

For Requests for Proposal (RFP), UNOPS uses the 2 envelope system and the technical proposals shall be opened publicly, while the financial proposals shall be kept sealed until technical evaluation is completed. All responses to RFP's shall be recorded, and technical proposals publicly opened for the sole purpose of recording the names of the suppliers who have submitted timely proposals. The opening of technical proposals is recorded in a report containing the following information:

- (a) The date and time of the opening;
- (b) Supplier's name and country;
- (c) Comments on incomplete proposals or other matters observed by the BOC;
- (d) Bid security, if requested;
- (e) The names of the UNOPS individuals and the suppliers present.

7.3 A separate opening (non public) of the financial proposals will be conducted by the BOC after the completion of the technical evaluation and at the request of the personnel issuing the bid. In order to ensure the integrity of the procurement activities and ensure the confidentiality of the financial information during the technical evaluation stage, the financial proposals shall be kept by the BOC in a secure location pending the completion of the technical evaluation.

7.4 The exchange rate used for the conversion of all financial offers, shall be the official UN rate of exchange prevailing at the date of deadline for submission of bids/proposals.

7.5 The Chairperson shall open bids/proposals in the order listed on the Bid Receipt Report, and simultaneously the Secretary shall record information on the Bid Tabulation as read out by the Chairperson:

- (a) Supplier's name;
- (b) Except for RFP's, bid currency, unit price of each line item; However, if the solicitation documents requested more than 20 line items only the grand total price shall be read;
- (c) Delivery period indicated;
- (d) Except for RFP's, when bids are required in FCA and CPT, both FCA and CPT totals shall be announced;
- (e) Any other details specified by the procurement personnel in the solicitation documents.

If a supplier submits more than one bid or proposal and without stating which bid is their preferred bid, the supplier shall be disqualified.

Post bid opening activities

After the bid opening process :

- (a) The BOC shall complete the Bid Tabulation in the format as per the example at **Annex C** and sign and date it;

- (b) The Secretary shall deliver all bids/proposals, together with a copy of the ,Bid Receipt Report, Bid Attendance Report and the Bid Tabulation to the relevant procurement personnel within 24 hours following bid opening;
- (c) The procurement personnel shall sign for the receipt of the original bid/proposal documents. The documents may be signed out for a period of 4 weeks, which can be extended by notifying the Secretary;
- (d) The Secretary retains the original Bid Receipt Report, Bid Attendance Report and Bid Tabulation in a secure location and file, to be retained with the corresponding bids when they are returned by the procurement personnel.

Documentation / Archives

It is the responsibility of the procurement personnel to receive all the bid opening documents and return them to the Chairperson upon completion of the bid evaluation.

The Chairperson/Secretary shall be responsible for monitoring timely return of all original bids and maintaining original bid files in a secure location.

Annex B – Bid Attendance Report

Date:
ITB/RFP
No.:
Project
No./Title:
Supply of: Good/service requested

Firm or Entity Represented	Name/Title of Representative	Signature

Annex C – Bid Tabulation Form

ANNEX A - UNOPS GOODS BID TABULATION																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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Rate:	1.100	1.200	1.300	1.400	1.500	1.600	1.700	1.800	1.900	2.000	Unit Price (Local):	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	Total Price (Local):	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	Unit Price (USD):	0.91	0.83	0.77	0.71	0.67	0.63	0.59	0.56	0.53	0.50	Total Price (US):	0.91	0.83	0.77	0.71	0.67	0.63	0.59	0.56	0.53	0.50	Payment term:	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	Delivery lead time:	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	Rank:	10	9	8	7	6	5	4	3	2	1	Unit Price (Local):	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	Total Price (Local):	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	Unit Price (USD):	1.82	1.67	1.54	1.43	1.33	1.25	1.18	1.11	1.05	1.00	Total Price (US):	3.64	3.33	3.08	2.86	2.67	2.50	2.35	2.22	2.11	2.00	Payment term:	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	Delivery lead time:	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	Rank:	10	9	8	7	6	5	4	3	2	1	Unit Price (Local):	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	Total Price (Local):	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	Unit Price (USD):	2.73	2.50	2.31	2.14	2.00	1.88	1.74	1.67	1.58	1.50	Total Price (US):	8.19	7.50	6.92	6.43	6.00	5.43	5.23	5.00	4.74	4.50	Payment term:	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	30 days net	Delivery lead time:	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	x weeks	Rank:	10	9	8	7	6	5	4	3	2	1	Unit Price (Local):	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	Total Price (Local):	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	Unit Price (USD):	3.64	3.33	3.08	2.86	2.67	2.50	2.35	2.22	2.11	2.00	Total Price (US):	14.55	13.33	12.31	11.43	10.67	10.00	9.41	8.89	8.42	8.00	Payment term:	30 days 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Unit Price (USD):	4.55	4.17	3.85	3.57	3.33	3.15	2.94	2.78	2.63	2.50																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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