Instructions to Applicants

Article 1: Applicant Eligibility

1. The applicant, and all parties constituting the applicant, shall comply with the following to be eligible for the grant or funding:

   a. The applicant must belong to the eligible category(ies) as specified in the **Call for Proposals (CFP)** Document.

   b. The applicant shall be registered in, or have the nationality of, a country that is included in the **CFP Document**. The applicant shall be deemed to be registered in a country if it is constituted, incorporated, or registered in such country and operates in conformity with the provisions of the laws of such country. If the applicant is an individual, the applicant shall be deemed to have the nationality of a country if it is a citizen under the laws of such country.

   c. The applicant shall disclose any actual or potential conflict of interest in the **CFP Document, Annex 1: Declarations** and shall be deemed ineligible for the purposes of this grant/funding unless such conflict of interest is resolved in a manner acceptable to UNOPS. The failure to disclose any actual or potential conflict of interest may lead to the applicant being sanctioned in accordance with the UNOPS policy on vendor sanctions.

   d. The applicant is ineligible for the grant/funding if, at the time of the submission of the proposal, the applicant:

      i. Is included in the Ineligibility List, hosted by the United Nations Global Marketplace (UNGM), that aggregates information disclosed by UNOPS and other agencies, funds or programmes in the United Nations system;

      ii. Is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989/2253 list;

      iii. Is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals;

      iv. Has failed to address any allegations of sexual exploitation and abuse through “appropriate preventive measures, investigation and corrective action” in accordance with the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners;

      v. Is included in any other ineligibility list from the Funding Source that is listed in the **CFP Document**;

vi. Is currently suspended from doing business with UNOPS and has been removed from the UNOPS vendor database(s), for reasons other than engaging in Proscribed Practices as defined in the UNOPS Operational Instruction on Vendor Sanctions; or

vii. Does not comply with any additional requirements as may be set out in the **CFP Document**.

Article 2: Joint Venture, Consortium, or Association

1. If the applicant does not have the expertise required for the implementation of the grant support project activities proposed to meet the objectives of the grant/funding described in the **CFP Document**, the applicant may submit a proposal together with another entity(ies), particularly with an entity located in the country where the grant support project activities are to be implemented. In the case of a joint venture, consortium or association:

   a. All parties to such joint venture, consortium, or association shall be jointly and severally liable to UNOPS for any obligations arising from the proposal and any resulting Agreement that may be awarded as a result of the **CFP Document**;

   b. The proposal shall clearly identify the lead entity with authority to bind the joint venture, consortium, or association during the proposal process and, in the event that an Agreement is awarded, during the duration of the Agreement;

   c. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of UNOPS; and

   d. The lead entity shall submit the proposal on behalf of the joint venture, consortium, or association in Grant+ (UNOPS grant management system) unless otherwise instructed by UNOPS.

Article 3: Conflict of Interest

1. The applicant shall not have any actual, perceived or potential conflict of interest. The applicant shall be considered to have a conflict of interest in the following circumstances:

   a. The applicant, or its personnel and sub-grantees, if any, has a close business or family relationship with a member of UNOPS personnel or with the personnel of the UNOPS's Partner, Funding Source or Donor who engaged UNOPS and who:

      i. Are directly or indirectly involved in the preparation of the **CFP Document** under which the applicant is submitting a proposal and/or the evaluation process for such proposal;

      ii. Were involved in the preparation of the project/programme design that led to the grant/funding opportunity and the formulation of this **CFP Document**; or

iii. Is identified for involvement in the implementation or supervision of any resulting Agreement.

b. The applicant, or its personnel or sub-grantees, if any, is directly or indirectly associated with, or was previously associated with, an entity or its affiliates that were engaged by UNOPS to provide consulting services for the preparation of the **CFP Document**, or any other documents to be used in the present grant/funding process;

c. The applicant, its personnel and/or sub-grantees, if any, have an interest in other applicants for the same grant/funding, including when they have common ownership and/or management. Applicants shall not submit more than one proposal. This will result in the disqualification of all proposals in which the applicant is involved. This includes situations where an entity is the applicant in one proposal and a sub-grantee in another. However, this does not limit the inclusion of an entity as a sub-grantee in more than one proposal. If the grant/funding involves multiple packages, this provision shall apply to each individual package; or

d. The applicant has any other conflict of interest as specified in the **CFP Document**.

Article 4: Proposal Currency

1. All monetary amounts in the proposal shall be quoted in the currency(ies) specified in the **CFP Document**.

2. UNOPS reserves the right to reject any proposal submitted using a currency other than the currency(ies) specified in the **CFP Document**. UNOPS may elect to accept proposals that are submitted in a currency other than the currency stated in the **CFP Document** if, upon a request for clarification during the evaluation process, the applicant confirms in writing that it will accept an Agreement that indicates the currency specified in the **CFP Document**, using the United Nations Operational Rates of Exchange on the date of the deadline for proposal submission as stated in the **CFP Document**. An agreement will indicate, and any subsequent payments will be made in, the currency specified in the **CFP Document**.

Article 5: Language of Proposals

1. The proposal and any associated information, documentation and official correspondence between UNOPS and the applicant in relation to the proposal process shall be in the language specified in the **CFP Document**.

2. Any supporting documents shall be submitted in their original language. If such language is different from the language specified in the **CFP Document**, a translation of the relevant excerpts in the language specified in the **CFP Document** shall be provided. The translation shall be the prevailing interpretation for the purposes of proposal evaluation. The sole responsibility for translation and the accuracy thereof shall rest with the applicant.

Article 6: Clarification of the CFP Document

1. The applicants may request clarification of the **CFP Document**. If a clarification is requested, the applicant shall submit a written request to the contact(s) stated in the **CFP Document** up to the date and time stated therein. After this deadline, requests for clarification will not be accepted.

2. UNOPS shall gather all requests for clarification received by the date and time specified in the **CFP Document** and shall respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated to all potential applicants in the same manner as the **CFP Document** was made available.

Article 7: Pre-proposal Meeting

1. A pre-proposal meeting will only be held if provided in the **CFP Document**, and will be conducted in accordance with the additional information set out therein.

2. A pre-proposal meeting should be conducted for the purpose of clarifying the most relevant points of the **CFP Document**. Applicants should not rely upon any information, statement or representation made at this meeting unless that information, statement or representation is confirmed by UNOPS in writing.

3. UNOPS shall prepare minutes of the pre-proposal meeting and communicate them in writing shortly after the meeting to all potential applicants in the same manner that the **CFP Document** was made available, and shall not disclose the names of the applicants who attended the meeting.

Article 8: Site Visit

1. A site visit will only be arranged if specified in the **CFP Document** or confirmed in writing by UNOPS, and will be conducted at the time and location and in accordance with any additional information provided in the **CFP Document** or in writing by UNOPS.

2. The applicant participating in a site visit shall be responsible for:

   a. Arranging for and wearing personal protective equipment, including, at a minimum, safety helmets, boots and reflective vests, where necessary; and

   b. Obtaining any visas that may be required for the applicant to participate in the site visit.

3. Prior to attending a site visit, the applicant shall execute an indemnity and waiver, releasing UNOPS in respect of any liability that may arise from:

   a. Loss of or damage to any real or personal property;

   b. Personal injury, disease or illness to, or death of, any person;

   c. Financial loss or expense arising from carrying out the site visit; and

d. Any accidents or malicious acts by third parties during transportation provided by UNOPS to the site, if applicable.

4. UNOPS will not issue any formal answers to questions from the applicants regarding the **CFP Document** or the proposal process during a site visit. All questions shall be submitted in accordance with Article 6, “Clarification of the **CFP Document**”.

5. A site visit will be arranged for the purpose of providing background information only. The applicant shall not rely upon any information, statement or representation made during a site visit unless it is confirmed in writing by UNOPS.

Article 9: Amendments to the CFP Document

1. Prior to the deadline for proposal submission, UNOPS may, at its discretion, modify the **CFP Document** by way of a written addendum. Any such modification shall be communicated in writing in the same manner that the **CFP Document** was made available and all written addenda shall form part of the **CFP Document**.

Article 10: Proposal Submission

1. Proposals shall be submitted by the deadline for proposal submission and via the method indicated in the **CFP Document** as follows:

   a. **Through** grantplus.unops.org **(Mandatory** if the funding opportunity is published in Grant+):

      i. Create an applicant profile;

      ii. Create an organization profile, and

      iii. Apply to the funding opportunity.

   b. **By email:**

      i. Proposals shall be sent to the secure email address identified in the **CFP Document**. Do not send proposals to any other email address than the address identified in the **CFP Document**.

      ii. Any attached documents should be labeled and numbered according to the section name and number of the **CFP Document**. Any documents provided in PDF format should permit text searches within the document, where possible.

      iii. Each email sent, including all attached documents, shall not exceed eight megabytes. If either part of the proposal exceeds eight megabytes, it should be divided into separate emails, with a clear suffix in the subject line of the email (e.g., ‘1 of 3’, ‘2 of 3’ and ‘3 of 3’), so that each email is no more than eight megabytes.

c. By mail or personal delivery:

i. Proposals shall be sent or delivered to the address indicated in the **CFP Document**.

ii. The proposal shall be sent or delivered in a sealed envelope, as detailed below. Technical and financial proposals may be submitted in a single envelope; however, the technical and financial proposals should be bound separately to enable the separate evaluation of each part of the proposal.

iii. Personal delivery shall be made between the hours identified in the **CFP Document** on UNOPS regular working days by the deadline for proposal submission.

iv. The **envelope** shall be labelled in accordance with the information provided in the **CFP Document** as follows:

> **Confidential proposal - do not open unless authorized**
>
> **UNOPS**
> [Name of UNOPS office or entity]
> [Address]
> [City, Country]
>
> **Attn:** [Name of UNOPS contact identified in the **CFP Document**]
> **CFP Ref. No.:** [XXX/XXXXXXX]
>
> **Deadline for proposal submission:**
> Time: _____
> Time zone or city/country: _____
> Date: _____
>
> **From:**
> [Applicant's name]
> [Applicant's address]

v. This envelope shall include the following:

- ✔ One soft copy of the technical proposal on a USB thumb drive;
- ✔ One soft copy of the financial proposal on a separate USB thumb drive;
- ✔ One hard copy of both the technical and financial proposals, marked 'Original', of the duly completed and signed forms listed in the **CFP Document**; and

✔ Additional hard copies of the duly completed technical and financial proposals marked 'Copy', the number of which is identified in the **CFP Document**.

d. In the event of any discrepancy between the soft and hard copies of the technical and financial proposals, the proposals marked as '**Original**' shall govern.

2. **The failure to comply with the instructions in this Article 10 shall result in the rejection of the proposal.**

Article 11: Format and Signing of Proposals

1. The proposal shall be typewritten and signed electronically or with a wet signature by the applicant or the person(s) duly authorized to bind the applicant in the event that an agreement is awarded.

Article 12: Remuneration for and Costs of Proposals

1. UNOPS shall not be responsible for any costs, expenses or loss incurred or suffered by applicants in connection with the preparation and/or submission of proposals or participation in the proposal process.

Article 13: Deadline for Proposal Submission

1. All proposals shall be received by UNOPS no later than the time and date identified in the **CFP Document**. It shall be the sole responsibility of the applicant to ensure that the proposal is received by the deadline for proposal submission. Proposals submitted after the deadline for proposal submission shall be rejected.

Article 14: Withdrawal, Substitution and Modification of Proposals

1. Prior to the deadline for proposal submission, an applicant may withdraw, substitute or modify its proposal after submission by sending a written notice to UNOPS. If the application has not been withdrawn before the deadline and the selected applicant refuses to proceed with the award of the grant/funding against the submitted application, the applicant may be restricted from participating in future grant opportunities.

2. Mailed or personally delivered proposals, for which withdrawal has been requested prior to the deadline for proposal submission, shall be made available for collection by the applicant for fifteen (15) days from the date of the withdrawal. After fifteen (15) days, UNOPS shall have the right to discard the unopened proposal without further notice to the applicant. UNOPS shall not be responsible for any costs associated with returning the proposal to the applicant.

3. A proposal shall contain no insertions or deletions except as provided in this Article 14. Any corrections made to the proposal shall be initialed by the person(s) who signed the proposal.

Article 15: Minor Informalities, Errors or Omissions

1. Provided that a proposal is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the proposal that do not constitute a material deviation. This will only be applicable if any minor informalities, errors or omissions are a matter of form rather than substance that can be corrected or waived without prejudice to other applicants.

2. UNOPS may request that the applicant submit any necessary information or documentation within a reasonable period of time to rectify minor informalities, errors or omissions in the proposal.

3. UNOPS shall correct mathematical errors on the following basis:

    a. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless, in the opinion of UNOPS, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

    b. If there is an error in a total that corresponds 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 a mathematical error, in which case the amount in figures shall prevail, subject to (a) and (b) above.

4. If the applicant does not accept the correction of mathematical errors, the proposal shall be rejected.

Article 16: Capacity Assessment

1. The selected applicant shall be required to undergo the protection from sexual exploitation and abuse (PSEA) capacity assessment and a general UNOPS implementing partner (IP) capacity assessment:[1]

    a. The PSEA assessment is required for all selected applicants if they have not undergone the PSEA capacity assessment within the past five (5) years with UNOPS, the funding source, or another United Nations entity.

[1] These assessments are not applicable to United Nations entities and are optional for central-level governments and intergovernmental organizations.

   b. The general UNOPS IP capacity assessment is required only if the grant/funding involves the management of 50,000 USD or more and the applicant has not undergone a capacity assessment within the past five (5) years with UNOPS, the funding source, or another United Nations entity.

2. The applicant shall complete the PSEA Capacity Assessment questionnaire (either via the United Nations Partner Portal or an alternate option stated in the **CFP Document**) and provide supporting documents, which will be verified by UNOPS. The self-assessment questionnaire will inform the PSEA capacity of the applicant, which, depending on the rating, shall inform the PSEA capacity strengthening activities.

3. For the general IP capacity assessment, the calculation of the amount applicable under this Article 16 will be based on the total grant/funding amount not yet transferred to an applicant from any existing agreement and the amount to be awarded under this **CFP Document** with the same UNOPS office at the time of the award decision.

4. If the applicant is required to undergo a capacity assessment under this Article 16, the applicant shall complete the Implementing Partner Self-assessment Questionnaire upon the request of UNOPS (either in Grant+ or via an alternate option) and provide supporting documents, which will be verified by UNOPS. The self-assessment questionnaire will inform the risk rating of the applicant, which, if the applicant is selected, shall inform the fund transfer method, the installment schedule, as well as applicable assurance activities. UNOPS may also choose to recommend other capacity assessment mechanisms.

5. As a result of the PSEA and the main IP capacity assessment, there may be some additional deliverables required from the selected applicant.

Article 17: Background Checks

1. After completion of the evaluation, but prior to the award, UNOPS shall conduct background checks on the applicant who is recommended for an award to confirm that the applicant meets the criteria set forth in this **CFP Document**, or as appropriate to the nature of this proposal process. UNOPS may reject an applicant's proposal on the basis of the findings of the background check.

Article 18: Audit

1. Any applicant participating in the proposal process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by the UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 19 "Ethics and Corrupt Practices", in connection with the proposal process or any agreement that may be awarded as a result of the proposal process.

2. In cooperating with UNOPS, the applicant (except government and United Nations entities) shall, upon written request, provide UNOPS access to all employees, representatives, agents and assignees, as well as to all documents, records and other elements as may be required to conduct an investigation under this Article 18.

3. The failure of the applicant to comply with this Article 18 shall give UNOPS the right to disqualify the proposal submitted by the applicant and to terminate immediately, upon written notice, any Agreement that was signed as a result of the proposal process, without any liability for any costs associated with such termination or any other liability of any kind for UNOPS. The failure to comply with this Article 18 may also preclude the applicant from being selected as an Implementing Partner with UNOPS and/or any other United Nations entity in the future.

4. Implementing Partners may also be required to undergo an internal control or financial audit as a financial risk mitigation measure arising from the Capacity Assessment results. Audits may be required where the total Agreement value is USD 250,000 or more, or at the request of the funding source.

Article 19: Ethics and Corrupt Practices

1. UNOPS requires that all applicants observe the highest ethical standards during the proposal process, as well as throughout the duration of any agreement that may be awarded as a result of the proposal process. Therefore, the applicant shall represent and warrant in a signed declaration (see the **CFP Document**) that they:

    a. Have not unduly obtained, or attempted to obtain, any confidential information in connection with the proposal process;

    b. Have no conflict of interest that would prevent them from entering into an agreement with UNOPS, and have no interest in other applicants or parties involved in the proposal process or in the UNOPS Project Activities underlying the proposal process;

    c. Have not engaged, or attempted to engage, in any Proscribed Practices, as defined in the UNOPS Operational Instruction on Vendor Sanctions, in connection with the proposal process.

2. If the applicant fails to comply with any of the representations and warranties in this Article 19, UNOPS shall have the right to reject the proposal submitted by such applicant, and to terminate immediately, upon written notice, any agreement that was awarded as a result of this proposal process, without any liability for costs associated with termination or any other liability of any kind of UNOPS. The failure to comply with this Article 19 may preclude the applicant from being selected as an Implementing Partner with UNOPS and/or any other United Nations entity in the future.

Article 20: Notification of Award

1. UNOPS will notify the selected applicant in writing, by email or post, if the applicant's proposal has been accepted.

Article 21: Signing of Agreement

1. When UNOPS notifies an applicant that its proposal has been accepted, UNOPS will also invite the applicant to sign the Agreement based on the template provided in the **CFP Document**, incorporating all details agreed between the Parties.
2. The official version of the Agreement, which shall be signed by all parties, shall be in English, French or Spanish. The Agreement may be translated into another language for reference purposes. However, in the case of any discrepancies between the official version (English, French, or Spanish as relevant) and a translated version, the official version shall prevail.

Article 22: Debriefing Procedures

1. UNOPS may provide a debriefing for unsuccessful applicants upon the receipt of a written request from the applicant. A request for a debriefing must be received within thirty (30) calendar days following the notification of the application results to unsuccessful applicants by UNOPS. UNOPS shall promptly respond in writing to any unsuccessful applicant who requests a debriefing.

Article 23: Other UNOPS Rights

1. Subject to the preliminary examination of the proposal, UNOPS shall have no obligation to accept any proposal.
2. UNOPS may, in its absolute discretion, do any or all of the following:
    a. Require additional information from applicants;
    b. Change the structure and deadlines of the **CFP Document**;
    c. Consider, accept or reject any proposal that is non-conforming;
    d. Request, attend or conduct any site visit or pre-proposal meeting; and/or
    e. Alter, cancel, suspend or defer the proposal process or any part or activity thereof at any time prior to the signature of an agreement, without any liability toward the applicants and without providing any reason or notice to the applicants.

Article 24: Confidentiality

1. All information and documents provided to the applicants by UNOPS shall be treated as confidential by the applicants and shall:
    a. Remain the property of UNOPS;
    b. Not be used for any purpose other than the purpose of preparing the proposal; and
    c. Be immediately returned to UNOPS in the event that the applicant declines to respond to the **CFP Document** or, if the applicant's proposal is rejected or unsuccessful, within fifteen (15) days of receiving written notification from UNOPS that the proposal was rejected or unsuccessful.
2. All information and documents provided to the applicants by UNOPS shall not be disclosed to any third party except:
    a. With the prior written consent of UNOPS;
    b. Where the third party is assisting the applicant in preparing the proposal, provided that the applicant has previously ensured the third party's adherence to this duty of confidentiality;
    c. If the information or documents are at the time of the **CFP Document** lawfully in possession of the applicant through a party other than UNOPS;
    d. If required by law, and provided that the applicant has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
    e. If the information is generally and publicly available, other than as a result of a breach of confidence by the person receiving the information.

Article 25: Data Protection

1. UNOPS will handle Personal Data that it obtains from the applicant and all parties constituting the applicant, as a result of or in connection with the grant/funding application and selection process, solely in accordance with its own legal framework.
2. For purposes of this Article, "Personal Data" shall mean any information relating to an identified or identifiable natural person, including any information the disclosure of which could harm such identified or identifiable natural person, and "UNOPS Personal Data" shall mean Personal Data that is obtained by the applicant from UNOPS in connection with, or related to, the grant/funding application and selection process.
3. By engaging in the grant/funding application and selection process, the applicant acknowledges and consents to UNOPS's collection, use, disclosure, transfer and storage of the applicant's Personal Data as outlined at https://www.unops.org/privacy.
4. The applicant shall take all appropriate measures, consistent with applicable laws, that have a bearing on the applicant, to safeguard UNOPS Personal Data.

5. The applicant shall, at a minimum:

   a. Process UNOPS Personal Data solely and exclusively in accordance with the requirements of the application and selection process, and shall not use UNOPS Personal Data for the applicant's research, marketing, sales, promotional, or any other purposes;

   b. Implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that UNOPS Personal Data is accessed on a need-to-know, least privilege basis by authorized personnel only;

   c. Implement appropriate data security measures to preserve the integrity of UNOPS Personal Data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of UNOPS Personal Data;

   d. Process UNOPS Personal Data in a manner that is adequate, relevant and limited to what is necessary for the purposes of the application and selection process, and ensure that UNOPS Personal Data is kept for no longer than is necessary to participate in the application/selection process;

   e. As and when requested by UNOPS, update or rectify UNOPS Personal Data to ensure its accuracy;

   f. Transfer UNOPS Personal Data to third parties, including the applicant's agents or proposed sub-grantees, only for the specific purposes of the application and selection process, and on terms and conditions equivalent to those set forth in this Article and Article 24: "Confidentiality";

   g. Immediately notify UNOPS in writing upon becoming aware of any data or security breach; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNOPS; and inform and update UNOPS on a regular basis of any measures taken by the applicant to address such data or security breach;

   h. As instructed by UNOPS in writing, return, delete or destroy UNOPS Personal Data and, upon written request by UNOPS, provide substantiating evidence of such destruction to UNOPS; and

   i. Consult with, and follow the instructions of, UNOPS with respect to handling any requests and/or complaints by third parties in respect of UNOPS Personal Data made to or received by the applicant.

6. The provisions of this Article shall survive any termination or expiration of the grant/funding application and selection process.