

# Instructions to Bidders - RFQ

*Notes:*

This document provides general instructions for potential suppliers interested in submitting bids/quotations/proposals to GCF. Your bid/quotation/proposal may be rejected if not accurately submitted, so please pay attention to the requirements of the RFQ, and this supporting document. In the event of a conflict, the requirements stated within an RFQ supersede this document.

At GCF, an RFQ is the simple 'Request For Quotation' process. Supplier quotations will be assessed pass or fail only, then rated based on cost.

*Please ensure that you are using the correct instructions – RFP or RFQ.*

*Revision control:*

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## I. Registering on the GCF Oracle Supplier Portal

- (a) <https://www.greenclimate.fund/about/procurement#gcf-supplier-portal>
- (b) Please check if your organisation is already registered on the GCF portal. Please do not create duplicates: use your existing account, if you have one.
- (c) If you have not had any previous dealings with GCF, then scroll to the end of that page for the instructions to register.
- (d) Once you are logged in to the portal, then you can manage your profile (including company address, contacts, and bank details), as well as submit bids/quotations/proposals, and receive contracts. If Purchase Orders are placed with your organisation, then you will be able to submit invoices, and track payments.
- (e) Note that within the Supplier Portal, a tender/bidding is referred to as a 'negotiation'. To find tenders to bid on, go to 'View Active Negotiations', check the boxes (invitation received/response submitted) and search. Further instructions on the technical workings are available from the left-hand menu, 'User Guide for Commercial Suppliers'
- (f) Please ensure that your login password is secure and associated with an appropriate email address for your company. This login enables you to select bank accounts and request payment, so should only be available to appropriate staff members. The security of this login is the responsibility of your organisation, and any abuse of it would be your liability.
- (g) If you experience difficulties and are unable to submit your bid this way, then you may download all the documents, and submit your bid by email to [tenders@gcfund.org](mailto:tenders@gcfund.org). If following this approach, then a GCF staff member will enter your bid into the supplier portal on your behalf.

## II. Advice when Entering Quotations through the Portal

- (a) Bidders shall submit a Quotation directly responsive to the terms of the tender. Quotations should include detailed information demonstrating compliance with the requirements, terms, and conditions set out herein. It is the responsibility of the Bidder to verify all aspects of the services involved prior to submitting a Quotation.
- (b) The Supplier Portal provides a page for the general details of your Quotation, and a place to attach it in pdf form.
- (c) The Portal then asks you to confirm that you meet all the requirements of the RFQ and may include more specific pass-fail questions. In answering these questions, you may assist the GCF evaluators by noting where in your Quotation your compliance is demonstrated; or attaching additional documents that are specific to answering that question.
- (d) Next, the portal asks you to enter your price. This may be a single total price, or multiple prices. Please ensure that this is a complete price, including all cost elements relevant to this RFQ, and in the appropriate currency.
- (e) Finally, check that your Quotation is clear, the numbers entered into the Supplier Portal match with those in attachments, and includes everything required for GCF to evaluate it. Then submit.

## III. Communication

- (a) Effective with the release of this solicitation, all communications relating to this RFQ must be directed only to the Head of Procurement by email at [tenders@gcfund.org](mailto:tenders@gcfund.org). Bidders must not communicate with any other personnel of the GCF regarding this RFQ.



- (b) This RFQ is issued under the GCF Administrative Guidelines on Procurement. Information regarding the guidelines can be found at <https://www.greenclimate.fund/document/corporate-procurement-guidelines>
- (c) The Quotations prepared by the bidder and all correspondence and documents relating to the quotation exchanged by the bidder and the GCF, shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of all relevant passages in English. In any such case, for interpretation of the proposal, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall be the responsibility of the bidder.

#### **IV. Requirements for Submission of the Quotation**

- (a) *Closing Date:* Any quotations received by the GCF after the deadline for submission of quotations prescribed in the RFQ document shall normally be rejected.
- (b) *Withdrawal or modification of quotations:* Bidders may withdraw their quotation after submission provided that written notice of withdrawal is received by the GCF prior to the deadline prescribed for submission of quotations. No quotation may be modified subsequent to the deadline for submission of quotations. No quotation may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity.
- (c) *Clarifications:* A prospective bidder requiring any clarification of the solicitation documents may notify the GCF in writing to the email address [tenders@gcfund.org](mailto:tenders@gcfund.org) by the specified date and time mentioned in the RFQ document. The subject line of the email MUST have the reference number and title of the RFQ i.e. RFQXXXX – [title]. The GCF will respond in writing to any request for clarification of the solicitation documents that it receives by the due date published in RFQ document. Written copies of the GCF response which contain information that may be of common interest to all bidders (including an explanation of the query but without identifying the source of inquiry) will be posted on the GCF website and/or communicated via email.
- (d) *Validity of Quotation:* All Quotations shall remain valid and open for acceptance for a period of 90 calendar days after the deadline for submission of quotation. A quotation valid for a shorter period may be rejected. In exceptional circumstances, the GCF may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- (e) *Due diligence:* The Bidders are expected to examine all instructions, forms, Contract conditions, documents, drawings, maps, terms and specifications contained in the RFQ documents, or so linked. Failure to do so will be at the Bidder's own risk and responsibility and will not give rise to the right to modify or withdraw a Quotation after the closing date.
- (f) *No obligation to contract:* The GCF may, at its discretion, cancel the requirement in part or in whole. It also reserves the right to accept or reject any quotations and to annul the selection process and reject all quotations at any time prior to selection, without thereby incurring any liability to bidders/firms.
- (g) *Amendments to RFQ Documents:* At any time prior to the deadline for submission of quotations, the GCF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFQ documents by amendment. The amendments will also be posted on the GCF website and/or communicated via email. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their quotations, the GCF may, at its sole discretion, extend the deadline for the submission of quotations.
- (h) *All documents must be provided,* in appropriate formats. Links to external documents are not permitted, as they might be changed after the closing date. Similarly, submissions through



external servers and cloud storage services are not permitted (eg DropBox). Documents must be in safe non-executable formats. Examples of formats that are NOT permitted:

ace|adp|ani|app|asf|bas|bat|cab|chm|cmd|com|cp|crt|dll|docm|dotm|exe|fxp|hlp|hta|inf|iqr|isp|jar|jse|lnk|mda|mdb|mde|mdt|mdw|mht|msc|msi|msp|mst|pcd|pif|potm|ppam|ppsm|pptm|prf|prg|ps1|reg|scr|sct|shb|shs|sldm|url|vbe|vbs|vxd|wsc|xls|xsm|executable files, 'win', 'rar' and 'rtf'.

GCF is unable to discover corrupted or unreadable files until the opening of the Quotation.

## V. Process prior to Award of a Contract

- (a) *Confidentiality*: Information relating to the evaluation of Quotations and recommendations of Contract award will not be disclosed to Bidders. Upon notification of award, an unsuccessful Bidder may, within 7(seven) days request feedback on the grounds on which its bid/proposal/quotation was not selected, by addressing a written request to the Procurement Manager. GCF shall respond in writing, and in accordance with the relevant procurement rules.
- (b) *All RFQ documentation is proprietary to GCF*; no part thereof, or any information contained therein may not be published, used or copied without the prior written consent of the GCF.
- (c) *Any personal data* that you provide will be processed by the GCF for the specific purpose of assessing any offer you submit in response to this RFQ and, in the event of award, contract implementation. This personal data forms an integral part of the quotation and cannot be accessed, verified, rectified or deleted following the bid's submission. This data includes, but is not limited to, the following:
  - (i) First and last name,
  - (ii) Contact information, such as telephone numbers, or mailing addresses,
  - (iii) Email addresses, and
  - (iv) Information on skills, expertise and work experience.

## VI. Status of the Green Climate Fund

- (a) This RFQ is without prejudice to, and may not be construed as a waiver, either express or implied, of any of the *privileges and immunities* of the GCF.
- (b) *Use of former GCF employees* in the preparation of Quotations: a Bidder must not, in the absence of prior written approval from the GCF, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation or the procurement process, if the person at any time during the 12 months immediately preceding the date of issue of the RFQ was an official, agent, or staff engaged by the GCF.
- (c) *Corrupt, Fraudulent, Coercive, Collusive and other Prohibited Practices*: The GCF requires that all GCF staff, proposers/bidders, suppliers, service providers and any other person or entity involved in GCF-related activities observe the highest standard of ethics during the procurement and execution of all contracts. The GCF may reject any proposal/bid/quotation put forward by bidders or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, coercive, collusive or other prohibited practices.
- (d) *Conflict of Interest*: In their quotations, bidders must (i) confirm that, based on their current best knowledge, there are no real or potential conflicts of interest involved in rendering Services for the GCF, and (ii) set out their policy on dealing with conflicts of interest should these arise.



- (e) *Improper Assistance:* Quotations that, in the sole opinion of the GCF, have been compiled:
- (i) with the assistance of current or former employees of the GCF in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
  - (ii) with the utilization of confidential and/or internal GCF information not made available to the public; and/or,
  - (iii) in breach of an obligation of confidentiality to the GCF;
- may be excluded from further consideration. Depending on the entity of the breach, Bidders may be suspended or excluded from participation to further GCF RFQs.
- (f) *Korean Tax:* Under Article 10 of the Headquarters Agreement, the property of the Green Climate Fund ("Fund"), including the property of any offices, subsidiary bodies or facilities established by the Fund, the Fund's operations and transactions, and any property of the Fund in transit to or from the Headquarters, are:
- (i) Exempt from all direct taxes, except those which are, in fact, no more than charges for public utility services,
  - (ii) Exempt from all indirect taxes, including any value-added tax and/or other similar tax, and excise duties levied on important purchases of goods and services for official purposes, and
  - (iii) Exempt from customs duties, prohibitions and restrictions on imports and exports in respect of articles of any kind imported or exported by the Fund for its official use, except for prohibitions and restrictions on imports or exports relating to health and safety.
- (g) Under bilateral agreements concluded between the GCF and certain countries, the GCF may be exempt from all taxation and from all customs duties, and from any obligation for the payment, withholding or collection of any tax or duty.
- (h) The Contractor shall be responsible to pay any taxes, duties, fees or other impositions which may be levied on or in connection with the Contract and performance of the Services in the Republic of Korea or in any other country, the amount of which is deemed to have been included in the payment duly payable under the Contract. The Fund shall not be liable to reimburse any such taxes.

## VII. Content of Quotations

- (a) *Clarifications of Quotations:* To assist in the examination, evaluation and comparison of Quotations the GCF may at its discretion ask the Bidder for clarification about the content of the Quotation. The request for clarification and the response shall be in writing and no change in price or substance of the Quotation shall be sought, offered or accepted.
- (b) *Errors in the Quotation:* arithmetical errors that are discovered during the examination of a Quotation will be corrected by GCF. If the correction will affect the Total Price, the Bidder will be informed of such correction. If there is a discrepancy between words and figures the amount in words will prevail. Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by GCF. The unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of arithmetical errors, its Quotation may be rejected.
- (c) *Information for evaluation:* The evaluation of a Quotation will be conducted on the basis of all the information provided in the documentation submitted in response to the RFQ requirements, including possible clarifications requested by GCF. In addition, a Bidder may be requested to provide evidence of its technical qualifications and financial soundness. The GCF reserves the right to independently verify such information.



- (d) *Independent RFQ and Quotations:* Each Quotation from a Bidder will be considered separately and independently. Bidders shall submit a complete quotation for each RFQ in which they wish to participate. References to previous or on-going Quotations will be not considered.
- (e) *Award of a previous Contract* with GCF will not be considered in itself as a preference or guarantee for the award of future RFQs on the same subject.

## **VIII. Award and Contract**

- (a) *Award.* The award may be made to the qualified Bidder whose Quotation substantially conforms to the requirements set forth in the RFQ and supporting documents at an acceptable price.
- (b) *Negotiations:* The Bidder shall be prepared to sign a Contract and to perform the work/services as described in its own Quotation. Refusal or reservations to sign a Contract awarded by GCF on the basis of the Quotation may lead to exclusion of the Bidder from further GCF RFQs, without prejudice to any other remedies the GCF may have as a consequence of such refusal. The GCF reserves the right to conduct price negotiations and/or issue BAFOs until a final agreement is reached.
- (c) *Written Contract:* No contractual relationship with GCF is established until a final written Contract document is signed by a duly authorized official of the GCF and of the selected Bidder. Any activity undertaken or expenses incurred in preparation of a Contract before an actual Contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered as a Contract.

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