

## RFP Instructions to Proposers

### TABLE OF CONTENTS

1. INTRODUCTION .....	2
1.1 General .....	2
1.2 Eligible Proposers .....	4
1.3 Cost of Proposal.....	5
2. SOLICITATION DOCUMENTS.....	5
2.1 Contents of Solicitation Documents.....	5
2.2 Proposers' Responsibility to Inform Themselves .....	5
2.3 Errors or Omissions .....	6
2.4 Clarification of Solicitation Documents.....	6
2.5 Pre-Proposal Meeting.....	6
2.6 Amendments of Solicitation Documents .....	7
3. PREPARATION OF PROPOSALS .....	7
3.1 Language of the Proposal.....	7
3.2 Documents Comprising the Proposal.....	7
3.3 Technical Proposal.....	8
3.3.1 Expertise and Capability of Proposer .....	8
3.3.2 Proposed work plan and approach .....	8
3.3.3 Resource Plan, key personnel .....	8
3.4 Financial Proposal.....	9
3.4.1 Proposal prices .....	9
3.4.2 Proposal currencies .....	9
3.5 Proposal Validity Period .....	9
3.6 Format and Signing of Proposals.....	9

3.7 Payment.....	9
3.8 Joint Venture, Consortium/Association .....	10
3.9 Proposal Security .....	11
4. SUBMISSION OF PROPOSALS.....	11
4.1 Sealing and Marking of Proposals .....	11
4.2 Deadline for submission of Proposals .....	13
4.3 Modification and Withdrawal of Proposals .....	13
5. OPENING AND EVALUATION OF PROPOSALS.....	13
5.1 Opening of Proposals .....	13
5.2 Confidentiality .....	14
5.3 Clarification without Material Deviation.....	14
5.4 Preliminary Examination .....	14
6. EVALUATION METHODOLOGY AND CRITERIA.....	15
7. AWARD OF CONTRACT .....	15
7.1 Award criteria .....	15
7.2 UN Women Procuring Entity's right to vary quantity at time of award .....	16
7.3 Signing of the contract .....	16
7.4 Performance Security .....	16
7.5 Vendor Protest .....	16

# 1. INTRODUCTION

## 1.1 General

- a) Proposers are invited to submit a Proposal for the goods/services/works described in the Terms of Reference (TOR) (Annex II), in accordance with these Solicitation Documents in the form of a Request for Proposal (RFP). All correspondence in relation to this RFP shall be sent to the contact address set out in the Proposal Instruction Sheet (PIS) found in the Invitation Letter.
- b) Proposers must strictly adhere to all the requirements of the RFP. No changes, substitutions or other alterations to the requirements stipulated in the RFP may be made unless in writing by UN Women.
- c) Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by the RFP will be met and, unless specified otherwise, the

Proposer has read, understood and agreed to all the instructions in and requirements of the RFP.

- d) Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the Proposer and UN Women and nothing in or in connection with this RFP shall give rise to any liability on the part of UN Women unless and until the Contract is signed by UN Women and the successful Proposer. UN Women is under no obligation to award a contract to any Proposer as a result of the RFP.
- e) UN Women may, at its discretion, cancel the requirement in part or in whole.
- f) UN Women implements a policy of zero tolerance on proscribed practices, including fraud<sup>1</sup>, corruption<sup>2</sup>, collusion<sup>3</sup>, unethical practices<sup>4</sup>, and obstruction<sup>5</sup>. UN Women is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:-
  - (i) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
  - (ii) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
  - (iii) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;

---

<sup>1</sup> any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead thereby enabling a proposer to obtain a financial or other benefit or to avoid an obligation;

<sup>2</sup> offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of the Procuring UN Women Entity;

<sup>3</sup> an arrangement between two or more proposers designed to achieve an improper purpose, including to influence improperly the actions of the Procuring UN Women Entity;

<sup>4</sup> behavior that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UN Women, including but not limited to post-employment and gifts and hospitality provisions;

<sup>5</sup> deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede UN Women investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing an investigation,

(iv) will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

- g) All Proposers must adhere to the [UN Supplier Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf), which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)
- h) Information relating to the examination, evaluation, and comparison of Proposals and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not disclose information to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

## **1.2 Eligible Proposers**

This RFP is open to all international and national organizations that can provide the requested goods/services/works, and are legally constituted or represented in the procuring country. A Proposer may be a private, public or government-owned legal entity or any combination of them in the form of associations(s) including joint ventures or consortiums with a formal intent to enter into an agreement.

UN Women encourages Proposal submissions from women led/owned qualified organizations and from developing countries/regions.

Proposers should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

Proposer shall not be eligible to submit a proposal when at the time of Proposal submission:

- a) Proposer is suspended by UN Women, or, the UN Procurement Division (UN/PD);
- b) Proposer's is on the list maintained by the Security Council of individuals and entities subject to the sanctions measures by General Assembly resolutions 1267 (1999), 1333 (2000), 1390 (2002), as reiterated in resolutions 1455 (2003), 1526 (2004), 1617 (2005), 1735 (2006), 1822 (2008), 1904 (2009), 1989 (2011) and 2083 (2012);
- c) Proposer has been declared ineligible by the World Bank;
- d) Proposer has any pending disputes or litigation with United Nations organizations, specialized agencies or any of its member states;
- e) Proposers are not legally constituted under existing law or regulations of their and/or beneficiaries country, and if requested by UN Women, Proposer has not submitted copies

of supporting documentation defining, for example, the constitution or legal status, place of registration, and principal place of business of the Proposer, as required; or

- f) Proposer has a conflict of interest. Proposer may be considered to have a conflict of interest with one or more parties in this solicitation process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UN Women to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods/Services/Works to be purchased under these Solicitation Documents.

### **1.3 Cost of Proposal**

The cost of preparing a proposal, attendance at any pre-proposal conference, meetings or oral presentations shall be borne by the proposers, regardless of the conduct or outcome of the solicitation process. The Proposer shall not in any way include these as a direct cost of the assignment.

Proposals must offer the services for the total requirement; proposals offering only part of the services will be rejected unless the option of submitting a proposal for any or all lot/s of the requirement has been expressly stated in the terms of reference/statement of work.

## **2. SOLICITATION DOCUMENTS**

### **2.1 Contents of Solicitation Documents**

Proposals must offer goods/services/works for the *total* requirement. Proposals offering only part of the requirement will be rejected.

### **2.2 Proposers' Responsibility to Inform Themselves**

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

- a) Review the solicitation documents to ensure they have a complete copy;
- b) Examine and fully inform themselves in relation to all aspects of the solicitation documents, including the proposed model form of Contract and all documents included or referred to in the RFP;
- c) Obtain and examine all other information relevant to the goods/services/works and the TOR available on reasonable enquiry;

- d) Verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
- e) Attend any Pre-Proposal Meeting that is mandatory under this RFP;
- f) Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the provision of the requested goods/services/works; and
- g) Form their own assessment of the nature and extent of the goods/services/works requested and properly account for all the services in their Proposal.

Proposers acknowledge and agree that the RFP does not purport to contain all relevant information in relation to the goods/services/works and is provided solely on the basis that Proposers shall be responsible for making their own assessment of the matters referred to in the RFP, including the contract.

Proposers acknowledge that they have not relied upon any information not included in this RFP, and that UN Women, its employees, and agents made no representations or warranties (express or implied) as to the accuracy, decency or completeness of this RFP or any other information provided to the Proposers.

## **2.3 Errors or Omissions**

Proposers shall immediately notify UN Women in writing with full detail of any ambiguities, errors, omissions, discrepancies, inconsistencies, or other fault in any part of the RFP.

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

## **2.4 Clarification of Solicitation Documents**

Any request for clarification of the RFP Documents must be sent in writing at the mailing address indicated in the PIS. UN Women will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all prospective Proposers. Responses to clarification requests will be binding on all Proposers.

## **2.5 Pre-Proposal Meeting**

Unless otherwise instructed in writing by UN Women, a Pre-Proposal Meeting will only be held if stated in the PIS, at the time and place and in accordance with any instructions indicated in the PIS.

If the PIS states that a Pre-Proposal Meeting shall be mandatory, a Proposer who does not attend the Pre-Proposal Meeting shall be ineligible to submit a Proposal under this RFP.

The names of representatives of Proposers who will attend the Pre-Proposal Meeting shall be submitted in writing by the Proposers to the UN Women contact person as listed in the PIS, including the full name and position of each representative at least 24 hours before the Pre-Proposal Meeting is to be held.

UN Women will not issue any formal answers to question from Proposers regarding the RFP or Proposal process during the Pre-Proposal Meeting. All questions shall be submitted in accordance with Article 2.4.

The Pre-Proposal Meeting shall be conducted for the purpose of providing background information only. Without limiting Article 2.5, Proposers shall not rely upon any information, statement or representation made at the Pre-Proposal Meeting unless that information, statement or representation is confirmed by UN Women in writing.

UN Women shall prepare minutes of the Pre-Proposal Meeting and shall communicate them in writing in the form indicated on the PIS to all Proposers who received the solicitation documents from UN Women shortly after the Pre-Proposal Meeting.

## **2.6 Amendments of Solicitation Documents**

At any time prior to the deadline for submission of Proposals, the UN Women procuring entity may, for any reason, amend the Solicitation Documents.

Prospective Proposers will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Proposers reasonable time, the UN Women procuring entity may, at its discretion, extend the deadline for the submission of Proposals, in accordance with [Clause 4.2](#).

## **3. PREPARATION OF PROPOSALS**

### **3.1 Language of the Proposal**

The Proposals and all correspondence and documents relating to the Proposal shall be written in the **English language**, unless otherwise indicated in the Proposal Instruction Sheet (PIS).

### **3.2 Documents Comprising the Proposal**

The Proposer is required to complete, sign, and submit the following documents:

- a) *Proposal submission form*. Duly signed and dated with the proper authorization for the person signing the Proposal, indicated by written power of attorney;

- b) *Technical Proposal*, including documentation to demonstrate that the Proposer meets all requirements;
- c) *Joint Venture, Consortium/Associations Form*. In the case of a joint venture, consortium/association, the relevant form indicated in the invitation letter must be completed, signed and submitted along with the Technical Proposal;
- d) *Financial Proposal*;
- e) *Proposal Security* (if applicable); and
- f) *Performance security* (if applicable).

### **3.3 Technical Proposal**

The technical component of the Proposal should be concisely presented and structured in the format contained in Annex IV, "Format of Technical Proposal".

To ensure proper understanding of the requirements, include any assumptions, as well as comments on the data, support services and facilities to be provided by UN Women as indicated in the TOR, or as you may otherwise believe to be necessary.

#### *3.3.1 Expertise and Capability of Proposer*

In order to provide corporate orientation, the Proposer shall provide all relevant support documentation including the Proposer's entity Profile; Proposer's entity legal registration certificates; Reference list of similar projects; and any other appropriate document.

#### *3.3.2 Proposed work plan and approach*

The Proposer shall demonstrate its responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

#### *3.3.3 Resource Plan, key personnel*

The Proposer should fully explain its availability of resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

The Technical Proposal should not contain any pricing information whatsoever on the goods/services/works offered. Pricing information shall be separated and only contained in the appropriate Financial Proposal.

It is mandatory that the Proposer's Proposal numbering system corresponds with and cross-references the numbering system used in the "Format of Technical Proposal," Annex IV. References to supporting documentation, including descriptive material and brochures should be



included in the text of the Proposal and the supporting documentation attached as annexes to the Proposal Information which the Proposer considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

### **3.4 Financial Proposal**

#### *3.4.1 Proposal prices*

The Proposer shall indicate in an appropriate Financial Proposal, the format for which is attached at Annex V, the prices of goods/services/works it proposes to supply under the contract.

#### *3.4.2 Proposal currencies*

Prices in the Financial Proposal shall be quoted in the currency indicated in the PIS. For comparison and evaluation purposes, UN Women will convert the figures contained in the Financial Proposal into USD at the official applicable UN rate of exchange on the closing date of the RFP. Proposals with no fixed price will be disqualified and will not be considered for evaluation.

### **3.5 Proposal Validity Period**

All proposals shall remain valid and open for acceptance for a period instructed in the PIS form after the date specified for receipt of proposals. A proposal valid for a shorter period may be rejected. In exceptional circumstances, UN Women may solicit the proposer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A proposer granting the request will not be required nor permitted to modify its Proposal.

### **3.6 Format and Signing of Proposals**

The Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.

### **3.7 Payment**

UN Women shall effect payments to the Contractor for the performances of services rendered or good delivered to the satisfaction of UN Women. Advance payments may not be made unless in exceptional circumstances and with appropriate authorization. Any request for advance payment should be justified and documented and submitted in the Financial Proposal. In such cases, UN Women will normally require a Performance Security.

### **3.8 Joint Venture, Consortium/Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium/association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- a) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture, consortium/association jointly and severally, and this shall be duly evidenced by the respective entitled document among the legal entities, which shall be submitted along with the Proposal; and
- b) if they are awarded the contract, the contract shall be entered into, by and between UN Women and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, consortium/association. The composition or the constitution of the joint venture, consortium/association shall not be altered without the prior consent of UN Women.

After the Proposal has been submitted to UN Women, the lead entity identified to represent the joint venture, consortium/association shall not be altered without the prior written consent of UN Women. Furthermore, neither the lead entity nor the member entities of the joint venture, consortium/association may submit another Proposal, either in its own capacity; nor as a lead entity or a member entity for another joint venture, consortium/association submitting another Proposal.

The description of the organization of the joint venture, consortium/association must clearly define the expected role of each of the entity in the partnership in delivering the requirements of the RFP, both in the Proposal and the joint venture, consortium/association. All entities that comprise the partnership shall be subject to the eligibility and qualification assessment by UN Women.

Where a joint venture, consortium/association is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture, consortium/association; and
- b) Those that were undertaken by the individual entities of the joint venture, consortium/association expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by persons working in an individual capacity but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture, consortium/association or those of its members, but should only be claimed by the individual themselves in their presentation of their individual credentials.

### **3.9 Proposal Security**

Where a Proposal Security is required, the Proposal Security shall be submitted in original and included along with the Technical Proposal, in the manner and for the amount indicated in the PIS. UN Women reserves the right to liquidate the Proposal Security, in the event of any or a combination of the following conditions:

- a) If the Proposer withdraws its Proposal after the deadline for submission, or;
- b) In the case the successful Proposer fails to:
  - i. sign the Contract resulting from this RFP process in accordance with the terms and conditions set forth in this RFP, including if applicable, for variation of requirement, as per RFP Clause 7.2; or
  - ii. furnish Performance Security, comply with insurances requirements, or other documents that UN Women may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

UN Women may reject the proposal in its entirety if the Proposal Security amount is found to be less than what is required by UN Women as indicated in the PIS.

The Proposal Security shall be issued by a regulated financial institution such as banks certified by the central bank of the country where the bank is located in the case of a banking institution. UN Women may, at its discretion, reject any Proposal Security that does not comply with this requirement.

The Proposal Security shall remain valid throughout the Proposal Validity Period. After which the Proposal Security will automatically become null and void, unless a dispute arises in relation to the Proposal Security.

Proposal Security of unsuccessful Proposers shall be returned. Unsuccessful Proposers shall organize with UN Women to collect their Proposal Security. UN Women will make this available to Proposers within fifteen days after UN Women and the successful Proposer have entered into the contract.

## **4. SUBMISSION OF PROPOSALS**

### **4.1 Sealing and Marking of Proposals**

Your proposal comprising technical proposal and financial proposal shall be submitted in accordance with the below instruction(s);

The Financial Part and the Technical Part of proposals **MUST BE COMPLETELY SEPARATED** into two separate envelopes or in case of electronic submission, in two separate e-mails and each of them must be sealed or sent individually.

A) **Mail/courier/personal delivery:** The Financial Part and the Technical Part of proposals **MUST BE COMPLETELY SEPARATED** into two separate envelopes and each of them must be sealed individually and **clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”**, as appropriate. These two envelopes can then be placed into a single envelope. The Proposals are to be delivered to and marked as follows;

UN WOMEN Address City, Country RFP # NOT TO BE OPENED BEFORE (insert proposal submission deadline date)
---

- Both inner envelopes must be clearly marked with the following information:

UN WOMEN  Address, City, County  Submission 1 of 2: (name of Proposer)  <b><i>Technical Proposal</i></b>
--

UN WOMEN  Address, City, County  Submission 2 of 2: (name of Proposer)  <b><i>Financial Proposal</i></b>
--

If the inner envelopes are not sealed and marked as per the above and information provided in PIS, the UN Women procuring entity will not assume responsibility for the Proposal’s misplacement or premature opening.

B) **Proposals by e-mail:**

In order to facilitate the submission of both Technical and Financial Proposals, duly stamped and signed submissions can be in electronic PDF format and send to the dedicated secure bid e-mail address specified in the PIS.

The Financial Part and the Technical Part of proposals **MUST BE COMPLETELY SEPARATED and submitted in two (2) separate e-mails** with clear subject as *[Financial Proposal: RFP ref No: ]* and *[Technical Proposal: RFP ref No: ]* in the e-mail submission.

Bids will not be considered and will be rejected in cases where:

- i. Proposals submitted to any other address or location, or copied to an e-mail address other than dedicated bid secure e-mail addresses as instructed above;
- ii. Proposals sent via the correct route after having been sent incorrectly;
- iii. If the Technical and Financial Proposals are sent in the same PDF file;
- iv. If financial information is included in the technical proposal.

## **4.2 Deadline for submission of Proposals**

Proposals must be received by the UN Women procuring entity at the address specified in the PIS no later than the time and date specified in the PIS (for local time ref, see [www.greenwichmeantime.com](http://www.greenwichmeantime.com)). Proposals received later shall be disqualified. It shall be the sole responsibility of the Proposers to ensure that their Proposal is received before the deadline. Proposers are reminded that it can take some time to transmit the files via e-mail so they should submit their proposal well before the deadline.

The UN Women procuring entity may, at its own discretion extend the deadline for the submission of Proposals by amending the solicitation documents by written notice.

## **4.3 Modification and Withdrawal of Proposals**

The Proposer may withdraw or modify/correct its Proposal after the Proposal's submission, provided that written notice of the withdrawal or modification is received by the UN Women procuring entity prior to the deadline prescribed for submission of Proposals.

The Proposer's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of [Clause 4.1: Sealing and Marking of Proposals](#). The withdrawal notice may also be sent by e-mail but must be followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of Proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Proposer on the Proposal Submission Form.

# **5. OPENING AND EVALUATION OF PROPOSALS**

## **5.1 Opening of Proposals**

UN Women will open the Proposals in the presence of a Committee formed in accordance with its regulations, rules, policies and procedures.

Subject to clarifications as set out below, a Proposer shall not be permitted to correct or withdraw material deviations or reservations in a Proposal once the Proposal has been opened.

## 5.2 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process until publication of the Contract Award.

Any effort by a Bidder to influence UN Women in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Proposal. Notwithstanding this instruction, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UN Women on any matter related to the bidding process, it should do so in writing.

## 5.3 Clarification without Material Deviation

To assist in the examination, evaluation and comparison of proposals, UN Women may at its discretion, ask the Proposer for clarification of its proposal, without material deviation, reservation, or omission. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.

Proposal with a material deviation, reservation, or omission include proposals that:

- a) affect in any substantial way the scope, quality, or performance of the requested services in the RFP; or,
- b) propose to limit in any substantial way the rights and obligation of the parties; or,
- c) if rectified, would unfairly affect the competitiveness of other proposals.

## 5.4 Preliminary Examination

Prior to the detailed evaluation of each Proposal UN Women will undertake a preliminary examination of the Proposals. UN Women may reject any Proposal during the preliminary examination which does not comply with the requirements set out in this RFP, without further consultation with the Proposer, including in cases where:

- a) The Proposal is incomplete (i.e., does not include all required information and documents as specified in the PIS, [Section 3: Preparation of Proposals](#)), frivolous, or contains material deviations from or reservations to the RFP including any documentation contained therein;
- b) The Proposer is not eligible as per [Clause 1.2: Eligible Proposers](#);
- c) The Proposal has not been duly signed and/or not signed on the relevant signature-blocks;
- d) The validity of the Proposal is not in accordance with the requirements of the RFP [Clause 3.5: Proposal Validity](#);

- e) [If required as per solicitation documents ] The Proposal Security is not submitted or does not meet requirements;
- f) The Technical and Financial Proposals have not been submitted separately;
- g) The pricing information is included in the Technical Proposal;
- h) Proposer failed to attend a mandatory Pre-Proposal meeting, if required;
- i) Proposals and modification to Proposals submitted to any other address or location, or copied to an e-mail address other than the address specified under [Section 4: Submission of Proposals](#).
- j) Proposal sent via the correct route after having been sent incorrectly.

UN Women will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. UN Women's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UN Women and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

## **6. EVALUATION METHODOLOGY AND CRITERIA**

UN Women shall evaluate Proposals pursuant to Annex III: "Evaluation Methodology and Criteria".

## **7. AWARD OF CONTRACT**

### **7.1 Award criteria**

The UN Women procuring entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without any obligation to provide any notice, explanation or justification therefore.

Prior to expiration of the period of Proposal validity, the UN Women procuring entity will award the contract to Proposer who obtains the highest score according to the Evaluation Methodology and Criteria.

## **7.2 UN Women Procuring Entity's right to vary quantity at time of award**

UN Women reserves the right to vary, at the time of award of Contract, the quantity of services and/or goods, or scope of work, by up to a maximum twenty five per cent (25%) of the original TOR, without any change in the unit price or other terms and conditions.

## **7.3 Signing of the contract**

The UN Women procuring entity will send the successful bidder the Contract which constitutes the Notification of Award.

Within 5 working days of receipt of the Contract the successful Proposer shall sign and date the Contract and return it to the UN Women procuring entity. Proposer should review the proposed contract and all documentation attached thereto with due diligence prior to submitting their proposer and/or signing the contract. Should there be a need to delay; Proposer shall inform UN Women in writing.

## **7.4 Performance Security**

If performance security is required, as stated in the PIS. The successful Proposer will be required to provide the performance security using the Performance Security Form contained in the RFP and in accordance with the requirements of the Contract, within 10 working days of the receipt of the Contract from the UN Women.

Failure of the successful Proposer to comply with the requirement of Clause 7.3 or Clause 7.4 shall constitute sufficient grounds for the cancellation of the award and forfeiture of the Proposal Security if any, in which event the UN Women Procuring entity may make an alternate award or institute a new RFP.

## **7.5 Vendor Protest**

UN Women's [vendor protest procedure](#) provides an opportunity for appeal to proposer(s) who believe that they were not treated fairly. This [link](#) provides further details regarding UN Women's vendor protest procedures.

Proposers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the Proposer; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.