

RFP Instructions to Proposers

TABLE OF CONTENTS

1. INTRODUCTION	3
1.1 General	3
1.2 Eligible Proposers	4
1.3 Cost of Proposal.....	6
2. SOLICITATION DOCUMENTS.....	6
2.1 Contents of Solicitation Documents.....	6
2.2 Proposers’ Responsibility to Inform Themselves	6
2.3 Errors or Omissions	7
2.4 Clarification of Solicitation Documents	7
2.5 Pre-Proposal Meeting.....	7
2.6 Amendments of Solicitation Documents	8
3. PREPARATION OF PROPOSALS	8
3.1 Language of the Proposal.....	8
3.2 Documents Comprising the Proposal.....	8
3.3 Technical Proposal.....	9
3.3.1 Expertise and Capability of Proposer	9
3.3.2 Proposed work plan and approach	9
3.3.3 Resource Plan, key personnel	9
3.4 Financial Proposal.....	10
3.4.1 Proposal prices	10
3.4.2 Proposal currencies	10
3.5 Proposal Validity Period	10
3.6 Format and Signing of Proposals.....	10

3.7 Payment.....	10
3.8 Joint Venture, Consortium/Association	11
3.9 Proposal Security	12
4. SUBMISSION OF PROPOSALS.....	12
4.1 Sealing and Marking of Proposals	12
4.2 Deadline for submission of Proposals	14
4.3 Modification and Withdrawal of Proposals	14
5. OPENING AND EVALUATION OF PROPOSALS.....	14
5.1 Opening of Proposals	14
5.2 Confidentiality	14
5.3 Clarification without Material Deviation.....	15
5.4 Preliminary Examination	16
6. EVALUATION METHODOLOGY AND CRITERIA.....	17
7. AWARD OF CONTRACT	17
7.1 Award criteria	17
7.2 UN Women Procurement practitioner’s right to vary quantity at time of award	17
7.3 Signing of the contract	17
7.4 Performance Security	18
7.5 Vendor Protest	18

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 2), 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 referenced 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. The proposer also confirms that any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions has been undertaken prior to the submission of offer. Submission of an offer will be confirmation of accepting the UN Women General Conditions of Contract and the contract model annexed to 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. 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 fraud¹, corruption², collusion³, unethical practices⁴, and obstruction⁵. UN Women is

¹ 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;

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

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;
 - (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
- 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, are legally constituted and have a valid registration. A proposer may be a private, public or government-owned legal entity or any combination of them in the form of

³ 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;

⁴ 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;

⁵ 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,

association(s) including joint ventures or consortiums with a formal intent to enter into an agreement.

In support of UN Women's mandate, proposal submissions from women-led/owned organizations or companies with 51% or more employment of women and from developing countries are encouraged. UN Women also expects vendors to engage in responsible business practices, and highly recommends proposers to participate in the UN Global Compact <https://www.unglobalcompact.org/participation>.

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 (UNPD);
- b) Proposer has been declared ineligible by the World Bank;
- c) Proposer is on the lists 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). UN 1267 is Terrorist list issued by the Security Council that establishes a sanction regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- d) Proposer has any pending disputes or litigation with United Nations organizations, specialized agencies or any of its member states;
- e) Proposer has engaged in any money-laundering activities, which includes, but is not limited to: any transaction involving the transfer, disbursement, transportation, transmission, or exchange of funds (including wire transfers and currency exchanges) by any means.
- f) Proposers are not legally constituted or registered under existing law or regulations for doing business in their own and/or the beneficiary's 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;
- g) 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 engaged directly or indirectly, in the preparation of any part of this RFP (including, but not limited to the design, specifications, and Annex documents).

1.3 Cost of Proposal

The proposer shall bear all costs of preparing and submitting a proposal, attendance at any pre-proposal conference, meetings or oral presentations. UN procuring entities will in no case be responsible or liable for such costs,, 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.

2. SOLICITATION DOCUMENTS

2.1 Contents of Solicitation Documents

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.

2.2 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.

Failure to comply with solicitation documents are at the proposer's risk and may affect the evaluation of their submitted proposal.

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 via the method indicated in the PIS. 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.

Information about 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 48 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 submission or evaluation 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 procurement practitioner may, for any reason, amend the solicitation documents.

Prospective proposers will be notified in writing of all amendments to the solicitation documents. In cases where the RFP is posted on the UN Women website, all prospective proposers are requested to frequently check the UN Women procurement notices website at <http://www.unwomen.org/en/about-us/procurement>.

In order to afford prospective proposers reasonable time, the UN Women procurement practitioner 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). Any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages. In this case, for purposes of interpretation of the bid, the **English Translation** shall govern.

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 in accordance with the format in Annex 4 and corresponding clauses of these instructions*, including documentation to demonstrate that the proposer meets all requirements (including eligibility);
- c) *Voluntary Agreement for Promoting Gender Equality and Women's Empowerment (optional)*

d) *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;
- All parties to the Joint Venture (JV) shall be jointly and severally liable, and
- The JV shall nominate a representative who shall have the authority to conduct all businesses: for an on behalf of any and all the parties of the JV during the bidding process; and in the event the JV is awarded the contract, during the contract execution.

e) *Financial Proposal in accordance with the format in Annex 5 and corresponding clauses of these instructions;*

f) *Proposal Security (if applicable);*

g) *Performance security (if applicable); and*

h) *Release and Waiver of Liability Form (if applicable)*

3.3 Technical Proposal

The technical component of the proposal should be concisely presented and structured in the format contained in Annex 4, "Format of Technical Proposal".

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 information; proposer's entity legal registration certificates; reference list of similar projects; and any other appropriate documents.

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 cross-references the numbering system used in the "Format of Technical Proposal," Annex 4. 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. Any information which the proposer considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text. Proprietary information will remain internally as part of the confidential procurement process only and will be redacted if a document containing such information is published publicly.

3.4 Financial Proposal

3.4.1 Proposal prices

The proposer shall indicate in an appropriate Financial Proposal, the format included as Annex 5, 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; or 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 (and within the timeframe required for signature), 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 SUBMITTED COMPLETELY SEPARATELY**: into two separate sealed envelopes if sent by postal mail or in two separate e-mails if sent electronically.

A) **Mail/courier/personal delivery:** The Financial Part and the Technical Part of proposals **MUST BE COMPLETELY SEPARATE**, in 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)
Technical Proposal
 RFP #

UN WOMEN
 Address, City, County
 Submission 2 of 2: (name of Proposer)
Financial Proposal
 RFP #

If the inner envelopes are not sealed and marked as per the above and information provided in PIS, the UN Women procurement practitioner 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 SEPARATE and submitted to two (2) separate e-mail addresses** with a clear subject of the email formatted as:

[Financial Proposal: RFP ref #_ Company Name]; and

[Technical Proposal: RFP ref #:_Company Name]

4.2 Deadline for submission of Proposals

Proposals must be received by the UN Women procurement practitioner 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). 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 procurement practitioner may, at its own discretion extend the deadline for the submission of Proposals by amending the solicitation documents by written notice. Deadlines set are strict and absolute. Proposals received later shall be automatically disqualified from consideration. Late proposals will be rejected and burden will be on proposer to collect any proposal copies within 15 business days. Late bids are any submissions that are time-stamped as “received” after the deadline date and time.

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 procurement practitioner 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 Bid Opening Committee formed in accordance with its regulations, rules, policies and procedures.

5.2 Confidentiality & Briefings

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, even after the publication of the contract award.

Disclosure of awards will be made transparent to the general public through the posting of Notice of awards to the UN-Women Procurement Section website, for awards valued at USD \$100,000 and above. The information posted will contain the following:

- Name of contractor;
- Beneficiary Country;
- Contract amount in USD; and
- A general description of contract

Generally, UN-Women does not offer a detailed debrief to involved unsuccessful bidders on any tender exercise. However, in the case of high-value or highly complex contracts, a debriefing request may be made by an unsuccessful bidder. Debriefs shall be made through writing and is limited to award information as listed above and identification of any major technical deficiencies or weaknesses in a proposal.

To reiterate, any information related to other bidders (including financial/cost pricing, technical information) and evaluation shall not be revealed. Determination for granting debriefings is at the discretion of UN-Women.

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.
- k) Proposal(s) are late.

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 3: "Evaluation Methodology and Criteria".

7. AWARD OF CONTRACT

7.1 Award criteria

UN Women is not bound to select any of the firms submitting proposals. UN WOMEN reserves the right to accept or reject any proposal, and to cancel the solicitation process and reject all proposals, at any time prior to the award of contract, without thereby incurring any liability to the proposer(s)/bidder(s) or any obligation to provide information on the grounds for the UN Women Procurement practitioner's action.

Prior to expiration of the period of proposal validity, a contract may be awarded to the proposing firm/organization whose proposal offers best value for money being the proposal having obtained the overall highest score (technical and financial) according to the Evaluation Methodology and Criteria. Due consideration will be given to the general principles of UN Women procurement, including economy and efficiency.

The contract may be awarded for one or more lots/items listed under Annex 5 (format of financial proposal) at the discretion of UN Women. Therefore, proposers should indicate any price/quantity restrictions associated with their offer in case of award for limited number of items/lots listed under Annex 5. If negotiations have been entered into, or interview and/or background check is conducted by UN Women, the award is also subject to successful completion of negotiations, background check and/or interview. The successful completion of negotiations, background check and/or interview does not constitute an award of contract.

It is UN Women's intention to issue the contract as presented herein the RFP documents. Therefore, proposers should ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions is undertaken prior to the submission of your offer. Submission of an offer will be confirmation of accepting UN Women contract included herein.

7.2 UN Women Procurement practitioner'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. If there is any restriction associated with quantity, the proposer must clearly state such restrictions and any price variation in their financial proposal.

7.3 Signing of the contract

The UN Women procurement practitioner will send the successful proposer the contract which constitutes the Notification of Award.

After the award is concluded and the decision is made, UN Women will furnish the winning proposer(s) with filled copy of contract. Within 10 calendar days of receipt of the contract from UN Women, the successful proposer(s) shall sign, date and return the signed contract to UN Women

Failure to which UN Women shall withdraw the award, reject the offer and may launch a new tender exercise or proceed to select other proposer(s).

7.4 Performance Security

If performance security is requested, 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 calendar days of the receipt of the contract from the UN Women along with the signed copy of the contract

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 Procurement practitioner may make an alternate award or institute a new RFP.

7.5 Vendor Protest

UN Women's [vendor protest procedure](http://www.unwomen.org/en/about-us/procurement/vendor-protest-procedure) provides an opportunity for appeal to proposer(s) who believe that they were not treated fairly. This [link \(http://www.unwomen.org/en/about-us/procurement/vendor-protest-procedure \)](http://www.unwomen.org/en/about-us/procurement/vendor-protest-procedure) 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.

7.6 Inter-Agency Applicability

In the event of UN Women signing a Long Term Agreement (LTA), the contractor agrees that UN Women is free to share the LTA with other UN agencies for their use in direct ordering.