

RFP INSTRUCTIONS TO VENDORS

GENERAL PROVISIONS	
1. Scope	<p>Vendors are invited to submit a proposal for the services specified in the Terms of Reference (TOR), in accordance with this Request for Proposal (RFP).</p> <p>Vendors shall adhere to all the requirements of this RFP, including any amendment made in writing. This RFP is conducted in accordance with Policies and Procedures of UN Women which can be accessed at https://www.unwomen.org/en/about-us/procurement.</p>
2. Interpretation of the RFP	<p>Any proposal submitted will be regarded as an offer by the vendor and does not constitute or imply the acceptance of the proposal by UN Women. UN Women is under no obligation to award a contract to any vendor as a result of this RFP. 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 vendor.</p>
3. Supplier Code of Conduct	<p>All vendors must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment, and ethical conduct may be found at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct. Vendors who take part in this solicitation exercise, and willing to do business with UN Women must take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration, and benefits.</p> <p>Moreover, vendors should note that certain provisions of the Code of Conduct will be binding on the vendor in the event that the vendor is awarded a contract, pursuant to the terms and conditions of any such contract.</p> <p>UN Women also expects all its suppliers to adhere to the principles of the United Nations Global Compact and requests that all vendors observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this RFP.</p> <p>UN Women implements a policy of zero tolerance on proscribed practices, including fraud¹, corruption², collusion³, unethical practices⁴, and obstruction.⁵ UN Women requires all vendors to observe the highest standard of ethics at all stages, including pre-bidding/solicitation, during the procurement process, post-contract award, and contract implementation.</p> <p>UN Women is committed to prevent, identify, and address all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. In pursuance of this policy, UN Women:</p> <ul style="list-style-type: none"> (a) Shall reject a proposal if it determines that the selected vendor has engaged in any corrupt or fraudulent practices in competing for the contract in question. (b) Further, UN Women shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UN Women contract.
4. Eligible Vendors	<p>Vendors may be a legally constituted commercial entity with legal capacity as a firm(s) with a valid registration, to enter into a binding commercial contract with UN Women.</p> <p>A vendor, and all parties constituting the vendor, may have the nationality of any country. A vendor shall be deemed to have the nationality of a country if the vendor is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p>

¹ Fraud: any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

² Corruption: the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

³ Collusive practice: an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

⁴ Unethical practice: conduct or behavior that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UN Women.

⁵ Obstruction: acts or omissions by a Vendor that prevent or hinder UN Women from investigating instances of possible proscribed practices.

	<p>Vendors shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> • is suspended by or has any pending disputes or litigations with UN Women or other Organizations, Funds or Programs of the UN System; • is subject to European Commission (EC) Financial Sanctions (the “EC Sanction List” -applicable only to projects/programmes funded by EC); • has engaged in any money-laundering activities, which include, but are not limited to: any transaction involving the transfer, disbursement, transportation, transmission, or exchange of funds (including wire transfers and currency exchanges) by any means. • is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; • is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; • is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals. <p>As part of the RFP exercise, by submitting a Proposal(s), vendor(s) declares (both for parent and/or subsidiary entities, as applicable) that it:</p> <ul style="list-style-type: none"> ○ is not a company, or associated with a company or individual, under procurement prohibition lists as stated above. ○ is not under formal investigation, nor has been sanctioned within the preceding three (3) years by any national authority of a United Nations Member State for engaging or having engaged in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice. ○ has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment ○ or pending legal action against them that could impair their operations in the foreseeable future. ○ undertakes not to engage in proscribed practices (including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice), with UN Women or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risks to UN Women; <p>It is the vendor’s responsibility to ensure that its employees, joint venture partners, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UN Women.</p>
<p>5. Conflict of Interest</p>	<p>All vendors found to have a conflict of interest shall be disqualified. Vendors may be considered to have a conflict of interest if:</p> <ul style="list-style-type: none"> ○ they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UN Women to provide consulting services for the preparation of the design, specifications, TOR, cost analysis/estimation and other documents to be used for the procurement of the goods/ services/ civil works required in the present procurement process. ○ has a close business or family relationship with a UN Women personnel who: (i) are directly or indirectly involved in any stage of the RFP-process of such contract; or (ii) would be involved in the implementation or supervision of such contract; ○ has an interest in other vendors (who is submitting a proposal/s in response to this RFP) including when they have common ownership and/or management. Vendors shall not submit more than one proposal, except for alternative offers, if permitted. This will result in the disqualification of all proposal in which the vendor is involved.

	Vendors must disclose any actual or potential conflict of interest and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UN Women. Failure to disclose any actual or potential conflict of interest may lead to the vendor being sanctioned or debarred by UN Women, and the proposal security (if applicable) shall be surrendered to UN Women.
6. Proprietary information	The RFP documents and any Terms of Reference or information issued or furnished by UN Women are issued solely to enable a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to vendors shall remain the property of UN Women. All documents which may form part of the proposal will become the property of UN Women, and will not be returned to your firm.
7. Publicity	During the RFP process, a vendor is not permitted to create any publicity and/or use in connection with the RFP. The service providers (consultancy firms) are not permitted to use UN Women's name on their websites/ other media outlets in reference to consultancy services provided to UN Women, as clarified in the Terms & Conditions included in the standard contracts that prohibit this.
SOLICITATION DOCUMENTS	
8. Clarification of Solicitation Documents	<p>Vendors may request clarifications on any of the RFP documents no later than the date indicated in the RFP. Any request for clarification and all other correspondence in relation to this RFP must be sent in writing through the message/correspondence functionality on the UN Women E-Procurement Portal. Communication through any other channels than as described in the RFP at any stage of the solicitation process may be cause for the vendor's proposal to be compromised and ultimately rejected.</p> <p>UN Women will publish the responses (including an explanation of the query but without identifying the source of inquiry) to all prospective vendors through the UN Women E-Procurement Portal. Responses will be made to clarification questions received by the deadline for questions indicated in the RFP. Responses to clarification requests shall be binding for all vendors.</p> <p>Explanations or interpretations provided by UN Women personnel through the use of other communication channels, than described above, will not be considered binding or official.</p> <p>UN Women shall endeavor to respond to clarifications expeditiously, but any delay in such response shall not cause an obligation on the part of UN Women to extend the submission date of the proposals unless UN Women deems that such an extension is justified and necessary.</p>
9. Amendment of Solicitation Documents	<p>At any time prior to the deadline for proposal submission, UN Women may for any reason, such as in response to a clarification requested by a vendor, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective vendors.</p> <p>If the amendment is substantial, UN Women may extend the deadline for submission of proposals to give the vendors reasonable time to incorporate the amendment into their proposal.</p>
PREPARATION OF PROPOSALS	
10. Costs of Preparation of Proposal	<p>The vendor shall bear all costs related to the preparation and/or submission of the proposal, attendance at any pre-proposal conference, meetings, or oral presentations regardless of whether its proposal is selected or not. Vendors acknowledge that their participation in any stage of the solicitation process for this RFP is at their own risk and cost and shall not in any way include these as a direct cost of the assignment.</p> <p>UN Women shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
11. Language	The proposal, as well as any and all related documents and correspondence exchanged by the vendor and UN Women, shall be written in the English language, or as otherwise indicated in the RFP. Any document furnished by the vendor in another language than what is indicated in the RFP must be submitted together with an English translation of relevant excerpts. In such a case, for purposes of interpretation of the Proposal, the English translation shall govern.
12. Documents Establishing Eligibility and	The vendor shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms/instructions provided on the UN Women E-Procurement Portal and providing the

Qualifications of the Vendor	documents required. In order to award a contract to a vendor, its qualifications must be documented to UN Women's satisfaction.
13. Technical Proposal Format and Content	<p>The vendor is required to submit a technical proposal using the forms/instructions provided on the UN Women E-Procurement Portal and taking into consideration the requirements in the RFP.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p> <p>References to supporting documentation, including descriptive material and brochures should be included in the text of the Technical Proposal and the supporting documentation attached as annexes to the Technical Proposal.</p> <p>Any information in the Technical Proposal which the vendor 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.</p>
14. Financial Proposal	<p>The financial proposal shall be prepared using the form/instructions provided on the UN Women E-Procurement Portal and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services and the detailed breakdown of such costs.</p> <p>Any output and activities described in the technical proposal but not priced in the financial proposal shall be assumed to be included in the prices of other activities or items as well as in the final total price. Prices quoted shall be fixed during the performance of the contract and not subject to variation on any account, unless otherwise specified in the RFP.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal. Proposals with no fixed prices will not be considered for evaluation and will be disqualified.</p>
15. Currencies	<p>All prices shall be quoted in the currency or currencies indicated in the RFP, or any freely convertible currency. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> • UN Women will convert the currency quoted in the proposal into United States Dollars (USD), in accordance with the UN Operational Rate of Exchange in force at the time of the proposal submission deadline date and time. • In the event that UN Women selects a proposal for an award that is quoted in a currency different from the preferred currency, UN Women shall reserve the right to award the contract in the currency of UN Women's preference, using the conversion method specified above.
16. Duties and Taxes	<p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UN Women as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in the RFP.</p>
17. Proposal Validity Period	<p>Proposals shall remain valid for the period specified in the RFP, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by UN Women and rendered non-responsive.</p> <p>During the proposal validity period, the vendor shall maintain its original Proposal without any change, including the availability of the key personnel, the proposed rates, and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, UN Women may request vendors to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal. A vendor granting the request will not be required nor permitted to modify its proposal.</p> <p>If the vendor agrees to extend the validity of its proposal, it shall be done without any change to the original proposal, but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with the provision of Proposal security - in all respects.</p>

	<p>The vendor has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>
<p>18. Proposal Security/Bid Bond⁶</p>	<p>Proposal security, if required, shall be provided in the amount and form indicated in the RFP. The proposal security shall be valid for a minimum of thirty (30) days after the final date of the validity of the proposal, after which the proposal security will automatically become null and void, unless a dispute arises in relation to the proposal security. The format of the Proposal Security is publicly available on the UN Women website.</p> <p>The Original Proposal Security must be sent via courier or hand delivery to UN Women procuring office. The vendor must arrange for the Original Proposal Security to be received by UN Women procuring office before the deadline for submission of the proposals. If the Original Proposal Security is required by the RFP but is not received by UN Women before the deadline for submission, the offer shall be rejected.</p> <p>The proposal security shall be denominated in the currency indicated in the RFP. The proposal security shall be issued by a regulated financial institution (e.g. a bank) that is certified by the central bank in the country where the bank is located. UN Women may, at its discretion, reject any proposal security that does not comply with this requirement. The proposal security shall be in one of the following forms:</p> <ul style="list-style-type: none"> a) Bank guarantee or irrevocable letter of credit, or b) Cashier's check, or certified check. <p>If the proposal security amount, or its validity period, is found to be less than is required by UN Women, UN Women shall reject the proposal.</p> <p>In the event an electronic submission is allowed in the RFP, vendors shall include a copy of the proposal security in their electronic proposal and the original of the proposal security must be sent via courier or hand delivered as per the instructions of the RFP.</p> <p>Unsuccessful vendors' proposal securities will be discharged as promptly as possible and can be physically picked up by the vendor at UN Women's location, no later than thirty (30) days after the expiration of the period of proposal validity, unless amended thereafter, prescribed by UN Women.</p> <p>The Proposal security may be forfeited by UN Women, and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> • If the vendor withdraws its offer during the period of the proposal validity, or; • In the event the successful Vendor fails: <ul style="list-style-type: none"> ○ to sign the contract resulting from the RFP process in accordance with the terms and conditions set forth in the RFP (and within the timeframe required for signature), including if applicable, for variation of requirement; or ○ to furnish the performance security, insurances, or other documents that UN Women may require as a condition precedent to the effectivity of the contract that may be awarded to the vendor.
<p>19. Joint Venture, Consortium or Association</p>	<p>A vendor may submit a proposal in association with other entities, particularly with an entity in the country where the goods and/or services are to be provided. If the vendor is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> • they have designated one party to act as a lead entity, duly vested with the authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and • if they are awarded the contract, the contract shall be entered into by and between UN Women and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.

⁶ The terms "Proposal Security" and "Bid Bond" are used interchangeably and have the same meaning, see the Proposal/Bid Security Form, available online and accessible through this link: <http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-security-instruments-en.docx?la=en&vs=1034>

	<ul style="list-style-type: none"> all parties of such joint venture, /consortium/association shall be jointly and severally liable to UN Women for any obligations arising from their proposal and the contract that may be awarded to them the joint venture/consortium/association as a result of this RFP. <p>After the deadline for submission of the proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UN Women.</p> <p>If a JV, Consortium, or Association's proposal is the proposal selected for an award, UN Women will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium, or Association shall abide by the provisions of the Article 20 - <i>"Only one Proposal"</i>- herein in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium, or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium, or Association shall be subject to the eligibility and qualification assessment by UN Women.</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> Those that were undertaken together by the JV, Consortium or Association; and Those that were undertaken by the individual entities of the JV, Consortium, or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium, or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
20. Only one Proposal	<p>The vendor (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more vendors shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> they have at least one controlling partner, director or shareholder in common; or any one of them receive or have received any direct or indirect subsidy from the other/s; or they have the same legal representative for purposes of this RFP; or they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another vendor regarding this RFP process. they are subcontractors to each other's proposal, or a subcontractor to one proposal also submits another proposal under its name as a lead vendor, or some key personnel proposed to be in the team of one vendor participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.
21. Alternative Proposals	<p>Unless otherwise specified in the RFP, alternative proposals shall not be considered. If the submission of alternative proposals is allowed in the RFP, a vendor may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UN Women reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal". If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p>
22. Pre-Proposal Conference	<p>When appropriate, a pre-proposal conference will be conducted at the date, time, and location and according to any instructions specified in the RFP.</p>

	<p>If it is stated that the pre-proposal conference is mandatory, a Vendor who does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested vendor.</p> <p>Information about each vendor's representatives who will attend the pre-proposal conference shall be submitted in writing to the UN Women contact as listed in the RFP, including the full name and position of each representative at least 48 hours before the pre-proposal conference is to be held.</p> <p>UN Women will not issue any formal answers to questions from vendors regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in writing through the message/correspondence functionality in the UN Women E-Procurement Portal.</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting the Article 25 - "<i>Vendors Responsibility to Inform Themselves</i>"- , vendors shall not rely upon any information, statement, or representation made at the pre-proposal conference unless that information, statement, or representation is confirmed by UN Women in writing.</p> <p>Minutes of the pre-proposal conference will be disseminated through the UN Women E-Procurement Portal. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless specifically incorporated in the minutes of the vendor's conference or issued/posted as an amendment to RFP.</p>
23. Site inspection	<p>When appropriate, a site inspection will be conducted at the date, time, and location and according to any instructions specified in the RFP.</p> <p>If it is stated in the RFP that the site inspection is mandatory, a vendor who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated that the site inspection is not mandatory, non-attendance, shall not result in the disqualification of an interested vendor.</p> <p>Vendors participating in a site inspection shall be responsible for:</p> <ul style="list-style-type: none"> a) Arranging for and wearing any necessary personal protective equipment, including at a minimum: safety helmets, boots and reflective vests; and b) Making and obtaining any travel/visa arrangements that may be required for the vendors to participate in a site inspection. <p>Prior to attending a site inspection, vendors shall execute an indemnity and a waiver releasing UN Women in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by UN Women to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>UN Women will not issue any formal answers to questions from vendors regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with the Article 8 – "<i>Clarification of solicitation documents</i>".</p> <p>A site inspection will be conducted to provide background information only. Without limiting the Article 25 - "<i>Vendors Responsibility to inform themselves</i>"- vendors shall not rely upon any information, statement, or representation made at a site inspection unless that information, statement, or representation is confirmed by UN Women in writing.</p>
24. Errors or Omissions	<p>Vendors shall immediately notify UN Women in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies, or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>

	Vendors shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies, or other faults.
25. Vendors Responsibility to Inform Themselves	<p>Vendors shall be responsible for informing themselves in preparing their proposals. In this regard, vendors shall ensure that they:</p> <ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; • review the RFP to ensure that they have a complete copy of all documents; • obtain through the UN Women E-Procurement Portal and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; • verify all relevant representations, statements, and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with UN Women, its employees or agents; • attend any pre-proposal conference if it is mandatory under this RFP; • fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and • form their own assessment of the nature and extent of the services required as included in the Terms of Reference and other relevant documents, and properly account for all requirements in their proposal. <p>Vendors acknowledge that they have not relied upon any information not included in this RFP, and that UN Women, its directors, employees, and agents make no representations or warranties (express or implied) as to the accuracy, currency, or completeness of this RFP or any other information provided to the vendors.</p>
26. No Material Change(s) in Circumstances	<p>The vendor shall inform UN Women of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> • a change affecting any declaration, accreditation, license or approval; • major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the vendor or its major sub-contractors; • a change to any information on which UN Women may rely in assessing proposals.
SUBMISSION AND OPENING OF PROPOSALS	
27. Instruction for Proposal Submission	<p>The vendor shall submit a complete proposal electronically through the UN Women E-Procurement Portal. The original Proposal Security, if required, must be sent via courier or hand-delivered, in addition to the electronic copy (as described under Article 18 – “<i>Proposal Security/Bid Bond</i>” above).</p> <p>Electronic files that form part of the Proposal must be documents and forms in accordance with the format and requirements indicated in the RFP (use the templates provided where applicable);</p> <p>Documents related to the Technical and the Financial part of the Proposal must be submitted in separate envelopes, named respectively the “Technical Envelope” and the “Financial Envelope” in the UN Women E-Procurement Portal. The Proposal shall be submitted through the “My Tender Return” section of the “Tender Documents” tab in the procurement notice. The Proposal shall consist of:</p> <ol style="list-style-type: none"> 1) Questionnaires, which shall be completed on-line. 2) Mandatory documents, requested by UN Women, which shall be uploaded using the relevant placeholders (“Upload Document”); 3) Any other documents, which the vendor shall deem necessary to attach to the Proposal using the “Attach Document” function. <p>Documents containing any information on the financial aspects of the Proposal MUST be attached to the Financial Envelope. Failure to do so may result in disqualification.</p> <p>The proposal shall be signed by the vendor or person(s) duly authorized to commit the proposal. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p>

	<p>Vendors must be aware that the mere act of submission of a proposal, in and of itself, implies that the vendor fully accepts the UN Women General Conditions of Contracts. (https://www.unwomen.org/en/about-us/procurement/contract-templates-and-general-conditions-of-contract)</p>
28. Deadline for Proposal Submission	<p>Complete proposals must be received by UN Women in the manner, and no later than the date and time, specified in the RFP. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the vendors to ensure that their proposal is received by the closing date and time. UN Women shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the proposal was received by UN Women. Any proposals received after the stipulated deadline will be rejected.</p> <p>UN Women may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with the Article 9 - “<i>Amendment of solicitation documents</i>”. In this case, all rights and obligations of UN Women and vendors subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
29. Withdrawal, Substitution, and Modification of Proposals	<p>A vendor may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission. In case of withdrawal, the vendor shall send a written notice to UN Women through the message/correspondence functionality on the UN Women E-Procurement Portal, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). In case of substitution or modification of the proposal, if any, the vendor shall resubmit their proposal on the UN Women E-Procurement Portal. The substituted or modified proposal shall supersede the initial proposal. . It is the responsibility of the vendor to properly follow the portal instructions. Detailed instructions on how to cancel or modify a proposal directly in the portal are provided in the eProcurement User Guide.</p> <p>However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by UN Women for the entire proposal validity period, which may be extended.</p> <p>Any samples submitted with respect to the RFP will be made available for collection by the vendor that submitted it within 15 days of notification of the outcome of the solicitation by UN Women. Otherwise, UN Women shall have the right to discard such samples without further notice to the vendor. UN Women shall not be responsible to return any samples to the vendor at UN Women’s cost.</p>
30. Storage of Proposals	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in the RFP. No responsibility shall be attached to UN Women for prematurely opening an improperly addressed and/or identified proposal.</p>
31. Proposal Opening	<p>There is no public proposal opening for RFPs. UN Women will open the proposals through the UN Women E-Procurement Portal in accordance with its internal policies and procedures.</p> <p>There will be separate proposal openings for technical and financial proposals. Vendor Proposals that include both technical and Financial proposals together will be rejected.</p>
32. Late Proposals	<p>Late proposals are any submissions received after the deadline and will be rejected and automatically disqualified from consideration.</p> <p>It will be the vendor’s responsibility to collect any hard copies of any documents or samples if submitted with their proposals within a specified period of business days if they wish to do so. UN Women may dispose of such documents or samples not collected after a specified period.</p>
EVALUATION OF PROPOSALS	
33. Confidentiality	<p>Information relating to the examination, evaluation, comparison and post-qualification of proposals, and the recommendation of contract award, shall be treated as strictly confidential and shall not be disclosed to vendors or any other persons not officially concerned with such process, even after publication of the contract award, except as otherwise set out herein. Any effort by a vendor or anyone on behalf of the vendor to influence UN Women in the examination, evaluation, and comparison of the proposals or contract award decisions; or any effort by a vendor or anyone on behalf of the vendor to obtain proprietary information from any sources, including UN Women personnel, other than using the UN Women E-Procurement Portal, at UN Women’s decision, may result in the rejection of its proposal and may also subsequently be subject to the</p>

	<p>application of prevailing UN Women’s vendor sanctions procedures. Notwithstanding this instruction, from the time of proposal opening to the time of Contract Award, if any Vendor wishes to contact UN Women on any matter related to the solicitation process, they should do so in writing through the UN Women eProcurement Portal.</p>
34. Evaluation of Proposals	<p>UN Women shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>UN Women shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> Preliminary examination Evaluation of minimum eligibility and qualification Evaluation of technical proposals Evaluation of financial proposals <p>The above steps are further explained below.</p> <p>After completion of the evaluation, but prior to award, UN Women shall conduct a Post-qualification assessment of the vendor recommended for award (if pre-qualification was not done) as per Article 38 - “<i>Post-qualification</i>”.</p>
35. Preliminary Examination	<p>UN Women shall examine the proposals to determine whether they are: submitted before the deadline, complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage.</p> <p>UN Women may reject any proposal during the preliminary examination which does not comply with the minimum requirements set out in this RFP, without further consultation with the vendor.</p>
36. Evaluation of Eligibility and Qualification	<p>Eligibility and qualification of the vendor will be evaluated against the minimum eligibility and qualification requirements specified in this RFP document and the Article 4 - “<i>Eligible vendors</i>”.</p>
37. Evaluation of Technical and Financial Proposals	<p>The evaluation team shall review and evaluate the technical proposals based on their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the RFP. When necessary, and if stated in the RFP, UN Women may invite technically responsive vendor/s for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the next stage, only the financial proposals of those vendors who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in the RFP, which may be either of two (2) possible methods, as follows: (a) the combined scoring method which will be based on a combination of the technical and financial score, or (b) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Vendors;</p> <p>When the RFP specifies a combined scoring method, the formula for the rating of the proposals will be as follows:</p> <p>The maximum number of points assigned to the financial proposal is allocated to the lowest-priced proposal. All other price proposals receive points in inverse proportion.</p> <p>The formula is as follows:</p> $p = y (\mu/z)$ <p>Where:</p> <p>p = points for the financial proposal being evaluated</p> <p>y = maximum number of points for the financial proposal</p> <p>μ = price of the lowest-priced proposal</p> <p>z = price of the proposal being evaluated</p>

	<p>The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers the best value for money.</p>
38. Post-qualification	<p>UN Women reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the vendor. Such exercise shall be fully documented and may include, but is not limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness, and authenticity of the information provided by the vendor; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the vendor, or with previous clients, or any other entity that may have done business with the vendor; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the vendor's offices, branches or other places where business transpires, with or without notice to the vendor; f) Other means that UN Women may deem appropriate, at any stage within the selection process, prior to awarding the contract. <p>After completion of the evaluation but prior to award, UN Women may carry out audits of the vendor's accounting records and financial statements and conduct background checks/due diligence on the vendor recommended for award, to confirm the vendor meets the criteria set forth in the RFP or as appropriate to the nature of the procurement process. UN Women may reject a vendor on the basis of such findings. Vendor shall permit UN Women representatives to access their facilities at any reasonable time to inspect the vendor's premises.</p>
39. Clarification of Proposals without material deviation	<p>To assist in the examination, evaluation and comparison of proposals, UN Women may, at its discretion, ask the vendor 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. UN Women may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a vendor with respect to its proposal which is not a response to a request by UN Women, shall not be considered during the review and evaluation of the proposals.</p> <p>Clarification requests do not signify as an intent to award to that vendor. Proposals may still be rejected after clarifications are received if the information is not sufficient for technical requirements or pricing data.</p>
40. Responsiveness of Proposal	<p>UN Women's determination of a proposal's responsiveness is to be based on the contents of the proposal itself without recourse to the extrinsic evidence. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR, and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way are inconsistent with the solicitation documents, UN Women's rights or the vendor's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other vendors presenting substantially responsive proposals. <p>If a proposal is not substantially responsive, it shall be rejected by UN Women and may not subsequently be made responsive by the vendor by correction of the material deviation, reservation, or omission.</p>

41. Nonconformities, Reparable Errors and Omission	<p>Provided that a proposal is substantially responsive, UN Women may waive any non-conformities or omissions in the proposal that, in the opinion of UN Women, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other vendors.</p> <p>Provided that a proposal is substantially responsive UN Women may request the vendor to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the vendor to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, UN Women shall check, and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UN Women there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the vendor does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p>
42. Right to Accept any Proposal and to Reject any or all Proposals	<p>UN Women reserves the right to accept or reject any proposals and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected vendor or vendors or any obligation to inform the affected vendor or vendors of the grounds for UN Women's action. UN Women shall not be obliged to award the contract to the lowest priced offer or offer with the highest combined scores.</p>
AWARD OF CONTRACT	
43. Award Criteria	<p>Prior to the expiration of the proposal validity, UN Women shall make every effort to award the contract to the qualified vendor based on the award criteria indicated in the RFP. Due consideration will be given to the general principles of UN Women procurement. UN Women reserves the right to conduct negotiations with the vendor recommended for award on the content of their proposal.</p> <p>Where indicated in the RFP, the contract may be awarded for one or more lots/items at the discretion of UN Women.</p> <p>It is UN Women's intention to issue the contract as presented in the RFP. Therefore, vendors should ensure any due diligence regarding the legal review and ability to comply with contract terms and conditions is undertaken prior to the submission of the proposal. Submission of a proposal will be confirmation of accepting UN Women contract terms included herein.</p>
44. Right to Vary Requirement at the Time of the Award	<p>At the time the contract is awarded, UN Women reserves the right to increase or decrease the quantity of services originally specified in the Terms of Reference, by up to a maximum twenty-five percent (25%), provided this does not exceed the percentages specified in the RFP and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document. If there is any restriction associated with the quantity, the vendor must clearly state such restrictions and any price variation in their financial offer.</p>
45. Notification of Award	<p>Prior to the expiration of the period of proposal validity, UN Women will notify the successful vendor in writing by email, fax, or post, that its proposal has been accepted if the vendor is not already registered in the UN Women E-Procurement Portal. The vendor will be required to complete the vendor registration process on the UN Women E-Procurement Portal prior to the signature and finalization of the contract.</p>

	<p>After the award is concluded and the decision is made, UN Women will furnish the winning vendor(s) with a contract. Within ten (10) calendar days of receipt of the contract from UN Women, the successful vendor(s) shall sign, date and return the signed contract to UN Women.</p> <p>Failure to sign and return the contract as instructed allows UN Women to annul the award, reject the offer and launch a new solicitation process or proceed to select other vendor(s). Failure may also result in the forfeit of the proposal security (if any). UN Women further reserves the right to suspend, debar, sanction successful vendor(s) from doing any business with UN Women and any other UN Organization, Agency, Fund or Programme.</p>
46. Debriefing	<p>Normally, UN Women does not offer a detailed debrief to involved unsuccessful vendors on any tender exercise. In the event that a vendor is unsuccessful, and in case of high-value or highly complex contracts, the vendor may request a debriefing from UN Women and UN Women may, in its own discretion, offer a debriefing in writing. The purpose of the debriefing is to discuss the strengths and weaknesses of the vendor's submission, in order to assist the vendor in improving its future proposals for UN Women procurement opportunities. The scope of such debriefing is upon UN Women to decide. The content of other proposals and how they compare to the vendor's submission shall not be discussed.</p>
47. Publication of Contract Award	<p>Disclosure of awards will be made transparent to the general public through the publication of Notice of awards to the UN Women website, for awards valued at USD 100,000 and above. The information posted will contain the following:</p> <ul style="list-style-type: none"> • Name of the contractor (unless for security reasons, and based on the request of the contractor it is not disclosed); • Beneficiary Country; • Contract amount in USD; • A general description of the contract; and • the RFP Reference number
48. Performance Security	<p>The successful Vendor, if so specified in the RFP shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from UN Women. Banks issuing performance securities must be acceptable to UN Women, i.e. banks certified by the central bank of the country to operate as a commercial bank. UN Women shall promptly discharge the proposal securities of the unsuccessful vendors pursuant to the Article 18 - "<i>Proposal security/Bid Bond</i>". The format of the Performance Security is publicly available on the UN Women website.</p> <p>Failure of the successful vendor to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security. In that event, UN Women may award the contract to the next ranked vendor.</p>
49. Payment terms and Bank Guarantee for Advance Payment	<p>UN Women shall effect payment to the vendor within 30 days after satisfactory receipt of the goods/services and upon submission of payment documentation and acceptance of the documentation by UN Women, unless otherwise stated in the RFP. Payment will be effected by bank transfer in the currency of contract.</p> <p>Except when the interests of UN Women so require, it is UN Women's standard practice not to make any advance payment(s) (i.e., payments without having received any outputs). Advance payments may not be made unless in exceptional circumstances and with appropriate authorization. Any request for advance payment must be justified and documented in the Financial Proposal. The justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount.</p> <p>A vendor shall not be permitted to request advance payment at a later stage if s/he fails to apply for advance payment in accordance with the provisions, above.</p> <p>If the request for an advance payment is approved and the advance payment is allowed, UN Women shall require the vendor to submit a Bank Guarantee in the full amount of the advance</p>

	<p>payment. Banks issuing bank guarantees must be acceptable to UN Women, i.e. banks certified by the central bank of the country to operate as a commercial bank.</p>
<p>50. Contract Management, Liquidated Damages and Warranties</p>	<p>UN Women will continuously monitor contractors' performance during the contract-life in line with the and will conduct performance evaluation based on Key Performance Indicators (KPIs) or Service Level Agreements (SLA) if so specified in the RFP.</p> <p>If specified in the RFP, UN Women shall apply Liquidated Damages for the damages and/or risks caused to UN Women resulting from the Contractor's delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.</p>
<p>51. Proposal Protest</p>	<p>UN Women's vendor protest procedure provides an opportunity for appeal to vendors who believe that they have been unjustly treated in connection with this RFP. The vendor protest procedure is available online and accessible from this link http://www.unwomen.org/en/about-us/procurement/vendor-protest-procedure and provides further details regarding UN Women's vendor protest procedures.</p> <p>Vendors, their subsidiaries, agents, intermediaries, and principals must cooperate with the Internal Audit Service (IAS) of UN Women's Independent Evaluation and Audit Services 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 Vendor; as well as the 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 vendor from UN Women's list of registered suppliers.</p>
<p>52. Inter-Agency Applicability</p>	<p>In the event of UN Women signing a Long-Term Agreement (LTA), any UN Women business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Office, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contracted Vendor.</p>
<p>53. Gender-Responsive and Sustainable Procurement</p>	<p>In support of UN Women's mandates, proposals from eligible women-owned businesses (a legal entity that is more than 51% owned, managed and controlled by one or more women) are encouraged.</p> <p>In the case where more than one fully responsive offers receive the same score, which is the highest combined score for technical and financial proposals, UN Women will award the contract to the entity that is women-owned (<i>a legal entity that is more than 51-per-cent owned, managed and controlled by one or more women</i>). If more than one company is women-owned, UN Women will request the Best and Final Offer (BAFO) from all those which are women-owned entities. In the case none of the highest-ranking offers are women-owned, UN Women will request BAFO from all those who received identical score, which is the highest combined score for technical and financial proposals.</p> <p>UN Women expects all vendors in the areas of, including but not limited to, transportation, facilities and meeting venues, to include disability considerations for the services to be accessible for all, where applicable.</p>