SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
1. Scope	Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet. Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by UNDP. This RFP is conducted in accordance with Policies and Procedures of UNDP which can be accessed at UNDP Programme and Operations Policies and Procedures/Procurement. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Interpretation of the RFP	Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by UNDP. UNDP is under no obligation to award a contract to any proposer as a result of this RFP.
3. Supplier Code of Conduct, Fraud, Corruption, Gifts and Hospitality	All proposers 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 Moreover, suppliers should note that certain provisions of the Code of Conduct will be binding on the supplier in the event that the supplier is awarded a contract, pursuant to the terms and conditions of any such contract. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found here. Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. In pursuance of this policy, UNDP: (a) Shall reject a proposal if it determines that the selected proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Further to the UNDP's vendor sanctions policy, 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 UNDP contract.
4. Eligible proposers	Proposers shall have the legal capacity to enter into a binding contract with UNDP. A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNDP to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost

	analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process; were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP and/or are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists. Similarly, the Bidders must disclose in their proposal their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal. Proposers shall not be eligible to submit a proposal if at the time of proposal submission: • 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.
5. Proprietary information	The RFP documents and any Terms of Reference or information issued or furnished by UNDP are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of UNDP. All documents which may form part of the proposal will become the property of UNDP, who will not be required to return them to your firm.
6. Publicity	During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.
SOLICITATION DOCUMENTS	
7. Clarification of solicitation documents	Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official. UNDP will provide the responses to clarifications through the method specified in Section 3: Data Sheet.

	UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the proposals, unless UNDP deems that such an extension is justified and necessary.
8. Amendment of solicitation documents	At any time prior to the deadline for proposal submission, UNDP may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers. If the amendment is substantial, UNDP may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
10. Language	The proposal, as well as any and all related correspondence exchanged by the proposer and UNDP, shall be written in the language(s) specified in Section 3: Data Sheet.
11. Documents establishing eligibility and qualifications of the proposer	The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to UNDP's satisfaction.
11.a Documents comprising the proposal	The proposal bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet: c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by DS; g) Any attachments and/or appendices to the Proposal.
12. Technical proposal format and content	The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP. The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.
13. Financial proposal	The financial proposal shall be prepared using the form provided in Section 7 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. 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 and other financial information must not be disclosed in any other place except in the financial proposal.
14. Currencies	All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals: • UNDP will convert the currency quoted in the proposal into the UNDP preferred currency, in accordance with the UN Operational Rate of Exchange. • In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, UNDP shall reserve

	the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
15. Duties and taxes	Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP 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 Section 3: Data Sheet
16. Proposal validity period	Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive. During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price. In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request proposers 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. If the proposer 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 Article 17 (Proposal security) in all respects. The proposer 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.

17. Proposal security	A proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.
	
	The proposal security shall be included along with the proposal. If a proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.
	
	If the proposal security amount, or its validity period, is found to be less than is required by UNDP, UNDP shall reject the proposal.
	
	In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.
	
	Unsuccessful proposers' proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by UNDP pursuant to Article 16 (Proposal Validity Period).
	
	The Proposal security may be forfeited by UNDP, and the proposal rejected, in the event of any, or combination, of the following conditions:
	
	• If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or;
	• In the event the successful Proposer fails:
	  ○ to sign the contract after UNDP has issued an award; or
	  ○ to furnish the performance security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer.

18. Joint Venture, Consortium or Association	If the proposer 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: • they have designated one party to act as a lead entity, duly vested with 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 UNDP and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent ofUNDP. If a JV, Consortium or Association's proposal is the proposal selected for award, UNDP 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. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal. 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 UNDP. A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between: • 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. 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. 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.
19. Only one proposal	The proposer (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. Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following: • 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 proposer 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 lead proposer; or some key personnel proposed to be in the team of one proposer 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.
20. Alternative proposals	Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer 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, UNDP reserves the right to award a contract based on an alternative proposal. If multiple/alternative proposals are being submitted, proposer must create an alternate response directly in the system and upload all attachments relevant to the alternate proposal separately together with the alternate response...
21. Pre-proposal conference	When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP. If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer. UNDP will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals). The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by UNDP in writing. Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer's conference or issued/posted as an amendment to RFP.
22. Site inspection	When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer which does not attend the site inspection shall become ineligible to submit a proposal under this RFP. If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer. Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection. Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing UNDP in respect of any liability that may arise from: (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 UNDP to the site (if provided) as a result of any accidents or malicious acts by third parties. UNDP will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents). A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by UNDP in writing.
23. Errors or omissions	Proposers shall immediately notify UNDPin 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. Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.
24. Proposers responsibility to inform themselves	Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they: • 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 and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry; • 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 UNDP, 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 Section 5: Terms of Reference and properly account for all requirements in their proposal. Proposers acknowledge that UNDP, 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 proposers.
25. No material change(s) in circumstances	The proposer shall inform UNDP of any change(s) of circumstances arising during the RFP process, including but not limited to: • a change affecting any declaration, accreditation, license or approval; • major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; • a change to any information on which UNDP may rely in assessing proposals.
SUBMISSION AND OPENING OF PROPOSALS	
26. Instruction for proposal submission	The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet. The proposal shall be submitted? by the proposer or person(s) duly authorized to commit the proposer. 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. Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the UNDP General Conditions of Contract.
26A. Online submission	1.1 Electronic submission through online portal shall be governed as follows: Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in DS; The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. The Financial Proposal file must be uploaded separately **only in the commercial section** of the RFP in the system. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in DS. Detailed instructions on how to submit, modify or cancel a bid in the online portal are provided in the system Bidder User Guide made available in the procurement notice site and in the portal.
27. Deadline for Proposal submission	Complete proposals must be received by UNDP in the manner, and no later than the date and time, specified in Section 3: Data Sheet. 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 proposers to ensure that their proposal is received by the closing date and time. UNDP shall accept no responsibility for proposals that arrive late due to any technical issues and shall only recognise the actual date and time that the proposal was received by UNDP. UNDP may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of UNDP and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.
28. Withdrawal, substitution and modification of proposals	A proposer may withdraw or modify its proposal after it has been submitted at any time prior to the deadline for submission directly in the system following the instructions provided in the user guide. However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by UNDP for the entire proposal validity period, as may be extended.
29. Storage of proposals	Proposals received are kept confidential and unopened in the system as part security protocols built in the system until the proposal opening date stated in Section 3: Data Sheet.
30. Proposal opening	There is no mandatory public bid opening for RFPs however UNDP may at its discretion sent a public bid opening report from the system only to suppliers who successfully submitted a proposal. The report will include only the names of the companies but not the financial proposal.
31. Late proposals	Any proposal received by UNDP after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.

	In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposal closing and the delay could not be reasonably foreseen by the proposer or were due to force majeure.
EVALUATION OF PROPOSALS	
32. Confidentiality	Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award. Any effort by a proposer or anyone on behalf of the proposer to influence UNDP in the examination, evaluation and comparison of the proposals or contract award decisions may, at UNDP's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
33. Evaluation of proposals	UNDP shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted. UNDP shall conduct the evaluation solely on the basis of the submitted technical and financial proposals. Evaluation of proposals shall be undertaken in the following steps: a) Preliminary examination b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done) c) Evaluation of technical proposals d) Evaluation of financial proposals.
34. Preliminary examination	UNDP shall examine the proposals to determine whether they are 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. UNDP reserves the right to reject any proposal at this stage.
35. Evaluation of eligibility and qualification	Eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers). In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
36. Evaluation of technical and financial proposals	The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, UNDP may invite technically responsive

	proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required. When necessary, and if stated in the Section 3: Data Sheet, UNDP may invite technically responsive bidders for a presentation related to their technical Proposals. The conditions for the presentation shall be provided in the bid document where required. In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation. The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score. When the Data Sheet specifies a **combined scoring method**, the formula for the rating of the proposals will be as follows: Rating the Technical Proposal (TP): **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 Total Combined Score: **Combined Score =** (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)
37. Post-qualification/Due Diligence	UNDP reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the proposer; 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 proposer, or with previous clients, or any other entity that may have done business with the proposer; 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 proposer's offices, branches or other places where business transpires, with or without notice to the proposer; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
38. Clarification of proposals	UNDP may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers' responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by UNDP in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions). UNDP may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.

	Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the proposals.
39. Responsiveness of proposal	UNDP's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. 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: 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, inconsistent with the solicitation documents, UNDP's rights or the proposer's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals. If a proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission.
40. Nonconformitie, reparable errors and omission	Provided that a proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the proposal that, in the opinion of UNDP, 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 proposers. Provided that a proposal is substantially responsive UNDP may request the proposer 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 proposer to comply with the request may result in the rejection of its proposal. For financial proposals that have been opened, UNDP shall check and correct arithmetical errors as follows: 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 UNDP 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. If the proposer does not accept the correction of errors, its proposal shall be rejected, and its proposal security may be forfeited.
41. Right to accept any proposal and to reject any or all proposals	UNDP 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 proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
AWARD OF CONTRACT	
42. Award criteria	Prior to expiration of the proposal validity, UNDP shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet.

43. Right to vary requirement at time of award	At the time the Contract is awarded, UNDP reserves the right to increase or decrease the quantity of services originally specified by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions and the solicitation document.
44. Notification of award	Prior to the expiration of the period of proposal validity, UNDP will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
45. Debriefing	In the event that a proposer is unsuccessful, the proposer may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer's submission, in order to assist the proposer in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the proposer's submission shall not be discussed.
46. Publication of contract award	UNDP will publish the contract award on UNDP Procurement Notices website https://procurement-notices.undp.org/view_awards.cfm which is linked to the United Nations Global Marketplace, with the RFP Reference number, the information of the awarded proposer's company name, contract amount or LTA and the date of the contract.
47. Contract Signature	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
48. Contract Type and General Terms and Conditions	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in Data Sheet, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
49. Performance security	The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a Performance Security in the amount and form specified herein: https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default, within the specified number of days after receipt of the Contract from UNDP. Banks issuing performance securities must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. The Performance Security form is available here. . UNDP shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security). Failure of the successful proposer 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 UNDP may award the contract to the next lowest ranked proposer.
50. Bank guarantee for advance payment	Except when the interests of UNDP so require, it is UNDP's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment using this bank guarantee form available at : https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default. Banks issuing

	bank guarantees must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank.
51. Liquidated Damages	If specified in Section 3: Data Sheet, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP 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.
52. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to UNDP. The following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
53. Other Provisions	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer