**Solicitation**

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1. Structure Element - Description

Solicitation Process

1. Upon determination of which procurement method, such as Micropurchasing, Request for Quotation (RFQ), Invitation for Bid (ITB), Request for Proposal (RFP), is the most appropriate for the requirements, solicitation documents shall be developed to assist the Business Units in obtaining offers for the intended programme. Although the details and complexity of the solicitation documents vary according to the nature and value of the requirements, they contain all information necessary to prepare a responsive offer, proposal or quotation that should provide the best value for the required inputs.Structure Element - Procedures

Standard Solicitation Documents

1. Solicitation documents generally include the following minimum information:
2. A letter of invitation to submit an offer;
3. Instructions to the offerors (i.e., language, currencies, deadlines, documents required, procedures, etc.);
4. Standard form for the submission of the offer (i.e., offer, proposal, quotation)
5. Standard form of the proposed contract that will be concluded with the successful offeror (i.e. purchase order, contract for professional services, etc.);
6. Conditions of contract, both general and special;
7. Technical specifications or Terms of Reference (TOR) or Statement of Works describing the detailed requirements;
8. Evaluation criteria; and
9. Minimum qualification requirements and documents evidencing compliance of offeror with such requirements.

1. Solicitation documents should clearly define the scope of supply/work to be performed, the location of the work, the goods to be supplied/services to be rendered; the place of delivery or installation, a schedule for delivery or completion, minimum performance requirements, and the warranty and maintenance requirements, as well as any other pertinent terms and conditions. Where appropriate, the documents should also define the tests, standards and methods that will be applied to assure the conformity of delivered equipment, performed civil works or services, in accordance to the specifications, TOR, or Statement of Works for construction requirements.

1. In order to ensure consistency, Business Units are encouraged to use the standard templates developed by the Procurement Support Unit when drafting solicitation documents for the following procurement methods:
2. [MICROPURCHASING](https://popp.undp.org/node/2046)
3. [REQUEST FOR QUOTATION](https://popp.undp.org/document/request-quotation-rfq) (for goods)
4. [REQUEST FOR PROPOSAL](https://popp.undp.org/document/request-proposal-rfp-less-usd-200k) (for services less than USD 200K)
5. [REQUEST FOR PROPOSAL](https://popp.undp.org/document/request-proposal-rfp-usd-200k-and-above) (for services USD 200K and above)
6. [INVITATION TO BID](https://popp.undp.org/document/invitation-bid-itb)

General Instructions

1. When UNDP solicits an offer or proposal, offerors are expected to strictly adhere to all the requirements as defined in the solicitation documents. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFQ/ITB/RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information.

1. On the other hand, when an offeror submits an offer, the mere act of submission is deemed as an acknowledgement by the offeror that all obligations stipulated in the solicitation document will be met.  Unless specified otherwise, the offeror also recognizes that he/she has read, understood and agreed to all the instructions in the solicitation document.

1. However, all offers received by UNDP does not constitute or imply the acceptance of any Offer by UNDP. As such, UNDP is under no obligation to award a contract to any Offeror as a result of a solicitation process.

Situation of Potential Conflicts of Interest

1. In a solicitation process, UNDP requires all offerors to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount.   They must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work.  All offerors found to have a conflict of interest should be disqualified.

1. Without limitation on the generality of the above, offerors, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

* 1. are, or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods/services/works in a selection process;
  2. were involved in the preparation and/or design of the programme/project related to the goods/ services being procured; or
  3. 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 what is potentially a conflict of interest, offerors must disclose the condition to UNDP and seek UNDP’s confirmation on whether or not such conflict exists.

1. Other information that an offeror must disclose in the offer includes, but need not be limited to, the following:

1. Offerors who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods/services/works being procured; and
2. Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
3. Failure of such disclosure may result in the rejection of the offer.
4. When the offeror is wholly or partly owned by a Government, its eligibility shall be subject to UNDP’s further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to the solicitation, and others that may lead to undue advantage against other offerors.

Cost of Preparing the Offer

1. The Offeror shall bear any and all costs related to the preparation and/or submission of the offer, regardless of whether its offer was selected or not.  UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

Language of the Offer

1. The Offer shall also be in a language indicated by UNDP in the solicitation document.  Where there are documents that are not written in the UNDP preferred language, they shall be translated in the offer.  For purposes of interpretation of the Offer, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern.  Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

Structure of the Offer

1. Unless otherwise stated in the solicitation document, the offer shall generally consist of the following:
2. **Expertise of Firm/Organization:**this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements, manufacturing capacity of plant if Offeror is a manufacturer, authorization from the manufacturer of the goods, if Offeror is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and/or provision of the services required.  The same shall apply to any other entity participating in the RFQ/ITB/RFP as a Joint Venture or Consortium.
3. The Offeror shall furnish UNDP with documentary evidence of its status as an eligible and qualified vendor.  In order to award a contract to an Offeror, its qualifications must be documented to UNDP’s satisfactions. These include, but are not limited to the following:

1. That, in the case of an Offeror offering to supply goods under the Contract which the Offeror did not manufacture or otherwise produce, the Offeror has been duly authorized by the goods’ manufacturer or producer to supply the goods in the country of final destination;
2. That the Offeror has the financial, technical, and production capability necessary to perform the Contract; and

1. That, to the best of the Offeror’s knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP’s list of suspended and removed vendors.
2. Offers submitted by two (2) or more Offerors shall all be rejected by UNDP if they are

found to have any of the following:

1. they have at least one controlling partner, director or shareholder in common; or
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or
3. they have the same legal representative for purposes of the specific procurement process; or
4. 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 Offer of, another Offeror regarding the specific procurement process;
5. they are subcontractors to each other’s Offer, or a subcontractor to one Offer also submits another Offer under its name as lead Offeror; or
6. an expert proposed to be in the Offer of one Offeror participates in more than one Offer received for a particular procurement process.  This condition does not apply to subcontractors being included in more than one Offer.
7. **For Goods or Works:** Technical Specifications and Implementation Plan – this section should demonstrate the Offeror’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met  point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the Offer meets or exceeds the requirements, while ensuring appropriateness of the Offer to the local conditions and the rest of the project operating environment during the entire life of the goods provided.  Details of technical Offer must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract. Offerors must be fully aware that the goods/works and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures.  All Offerors are therefore required to submit the following in their Offers:
8. A statement of whether any import or export licenses are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
9. Confirmation that the Offeror has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Offer be rendered the most responsive; and
10. Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”
11. **For Services:** Proposed Methodology, Approach and Implementation Plan - this section should demonstrate the Offeror's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract.
12. **Management Structure and Key Personnel:** This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical Offer, clearly defining their roles and responsibilities.  CVs should establish competence and demonstrate qualifications in areas relevant to the requirements.

1. In complying with this section, the Offeror assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Offer non-responsive.  Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Offeror, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

Joint Ventures, Consortia or Associations

1. If the Offeror is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Offer, they shall confirm in their Offer that : (i) they have  designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Offer; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

1. After the Offer has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP.   Furthermore, neither the lead entity nor the member entities of the joint venture can:

1. Submit another Offer, either in its own capacity; nor
2. As a lead entity or a member entity for another joint venture submitting another Offer.
3. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFQ/ITB/RFP, both in the Offer and in the Joint Venture Agreement.  All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

1. Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFQ/ITB/RFP, it should present such information in the following manner:
2. Those that were undertaken together by the joint venture; and
3. Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the requirements defined in the RFQ/ITB/RFP.

1. 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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

1. If the Offer of a joint venture is determined by UNDP as the most responsive Offer that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

Security Instruments

1. As part of risk mitigation measures, at the time of the solicitation of offers, UNDP may require any or all of the following security instruments:

1. **Bid/proposal security**
2. Business Units have the option of requiring a Bid/Proposal security, in the form of a bank guarantee, which binds an offeror to UNDP and fulfill the commitments they have made in their offer.  When a Bid/Proposal Security is required, they should be based on the value and complexity of the contract.

1. In general, request of a Bid/Proposal security is advisable for all contracts exceeding USD 300,000.  The exact amount must be determined based on the industry practices.   Under no circumstance will the Bid/Proposal security be less than two (2%) percent of the estimated total contract value.  However, as a matter of best practice, a Bid/Proposal security must always be stated as a specific sum rather than as a percentage of the contract amount.

1. If such security is requested, a standard Bid/Proposal Security Form should be part of the solicitation documents and, if the process is an RFP, the Proposal Security must be inside the Technical Proposal, and not in the Financial Proposal.

1. The recommended period of validity for the security shall equal the period of validity of the tender plus the time allowed for the Offeror to provide the performance security, where the RFP or ITB so requires, under the terms of the eventual contract between UNDP and the Offeror.  Depending on the complexity of goods, civil works or services to be procured a sufficient validity time of approximately 30 to 90 days is acceptable to evaluate Offers or proposals.

1. Where a Bid/Proposal security has been requested, such security shall be:

1. released to unsuccessful Offerors once the contract has been signed with the successful offeror; or
2. claimed and liquidated by UNDP if:

* The Offeror withdraws itsoffer during the period of the Offer Validity; or
* If the Bid/Proposal Security amount is found to be less than what is required by UNDP; or
* If the successful Offeror fails to sign the Contract after UNDP has awarded it; or to comply with UNDP’s variation of requirement; or to furnish UNDP with a Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Offeror.

1. **Performance security**
2. All contracts exceeding USD 500,000 require a performance security using the standard UNDP template: [performance security form](https://popp.undp.org/document/performance-security-form) in an amount sufficient to protect UNDP in the case of breach of contract by the Contractor.  However, UNDP may require it for contracts lower than this amount depending on the potential cost of non-performance/breach of contract, the degree of risks involved in the performance of the work, and other factors, including but not limited to, performance history of the selected Offeror/s.

1. The amount of the performance security may vary, depending on the nature and complexity of the requirements, and the magnitude of the risks. However, the recommended performance security should equal at least ten (10) percent of the total contract amount. A performance security is retained to extend sufficiently beyond the date of completion or receipt to cover defects or maintenance up to final acceptance by UNDP. In addition to the provision of a guarantee to protect against non-performance of a contract, such security may also cover warranty obligations, and any installation or commissioning requirements.

1. A performance security should be denominated in the currency of the contract and shall only be in one of the following forms:

1. bank guarantee or irrevocable letter of credit, issued by a reputable bank;
2. cashier’s cheque or certified cheque;
3. performance bond; or
4. percentage of total payment held as retention money until final certification of acceptance of all contract outputs/deliverables.  The term “acceptance” shall not be equated with “mere receiving” of outputs/deliverables.
5. The performance security shall be returned to the Contractor within 30 days after the completion of the contract, including any warranty obligations or defects liability period as may be agreed in the contract.

1. **Liquidated damages (LD)**

1. Liquidated damages refer to the amount which the Contractor must pay UNDP for the damages caused to UNDP resulting from the Contractor’s breach of its obligations as per Contract.  It is commonly used in the procurement of goods/works, but where delays and deviations will cause serious consequences to UNDP, but they may also be applied to services, if the nature and context of the requirement justifies.  The application of LD is optional, as there may be procurement cases where reasonable delays do not pose serious risks.

1. The purpose of LD is to avoid lengthy discussions and disputes over the amount of actual damages once the aggrieved party (e.g., UNDP) can prove breach of contract.

1. When imposing LD, the amount must be determined based on good faith, and not as a means to penalize the Contractor.  The most logical basis therefore is an estimate of the actual damages that will ensue from the breach of the Contract.  However, in many cases, that is not easy to determine.  Hence, the best practice has so far been the combined application of the following:
2. the use of fixed percentage of the contract value, applicable on the unit of time (e.g., per day or per week) of delay;
3. the setting of a reasonable maximum limit of such damages (e.g., up to 10% of the contract value, or up to 60 days of delay); and
4. the consequence of exceeding the limit (e.g., termination of contract, cancellation of PO, etc.)

1. An example of LD clause therefore would be: “0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month.  Thereafter, the contract may be terminated”.

Financial Proposal

1. The Financial Proposal shall list all major cost components associated with the goods/services/works, and the detailed breakdown of such costs.  All outputs and activities described in the offer must be priced separately on a one-to-one correspondence.  Any output and activities described in the offer 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.

Currency of the Offer

1. All prices shall be quoted in the currency indicated in the RFQ/ITB/RFP.  However, where Offers are quoted in different currencies, for the purposes of comparison of all Offer, the following actions will be undertaken:

1. UNDP will convert the currency quoted in the Offer into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Offer; and
2. In the event that the Offer found to be the most responsive to the RFQ/ITB/RFP requirement is quoted in another currency different from the preferred currency, then UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.

Advanced Payment

1. Except when the interests of UNDP so require, it is the UNDP’s preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs), and this should be communicated to the prospective offerors as early as the time of solicitation.

1. In the event that the Offeror requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, the said advanced payment must not exceed 20% of the total Offer price, or the amount of USD 30,000, whichever is lower. In the event that an exception to this must be made, UNDP shall require the Offeror to submit a Bank Guarantee in the same amount as the advanced payment.  A bank guarantee for advanced payment shall be furnished using the standard UNDP template: [Advance Payment Bank Guarantee Form](https://popp.undp.org/document/advance-payment-bank-guarantee-form) for this purpose.

Validity of Offers

1. The Offer received by UNDP shall remain valid for the period specified in the RFQ/ITB/RFP.  An Offer valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

1. In exceptional circumstances, prior to the expiration of the Offer validity period, UNDP may request Offerors to extend the period of validity of their Offer.The request and the responses shall be made in writing, and shall be considered integral to the Offer.

Amending an Offer

1. At any time prior to the deadline for submission of the offer, UNDP may, for any reason, such as in response to a clarification requested by an offeror, modify the RFQ/ITB/RFP in the form of a Supplemental Information. All prospective offerors will be notified in writing of all changes/amendments and additional instructions through Supplemental Information.

1. In order to afford prospective offerors reasonable time to consider the amendments in preparing their offer, UNDP may, at its discretion, extend the deadline for submission of offer, if the nature of the amendment to the RFQ/ITB/RFP justifies such an extension.

Submission of Alternative Offer

1. An alternative offer is an offer that does not comply with the exact requirements of the tender, or which may represent an improvement over the original offer by exceeding the minimum performance parameters of the request, and it is proposed by a vendor as an optional way of meeting the requirements of the tender. Alternative offers can be a useful tool in considering more sustainable options. Unless otherwise specified in theRFQ/ITB/RFP, alternative Offer shall not be considered.  If submission of an alternative offer is allowed, it must be clarified how it will be processed. An offeror may submit an alternative offer if allowed, but only if it also submits an offer conforming to the requirements of the tender.

An alternative offer can be considered only if it presents an alternative to the lowest substantially compliant offer, as long as the offered price does not exceed that of the second lowest substantially compliant offer; Alternative offers that do not comply with the mandatory criteria must not be considered.

If multiple/alternative offers are being submitted, they must be clearly marked as “Main Offer” and “Alternative Offer”. If no indication is provided as to which offer is the main offer and which is/are the alternative offer(s), then all offers will be rejected.

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 Offer.

Withdrawal, Substitution, and Modification of Offer

1. Offerors are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Offer to the requirements of the RFQ/ITB/RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or the lack of clarity in the description of goods and related services to be provided, may result in the rejection of the Offer.  The Offeror shall assume any responsibility regarding erroneous interpretations or conclusions made by the Offeror in the course of understanding the RFQ/ITB/RFP out of the set of information furnished by UNDP.  Due to system limitations, this provision is not fully available in Quantum, the withdrawal of bids will be managed in line with the system capabilities in Quantum.

1. An Offeror may withdraw, substitute or modify its Offer after it has been submitted by sending a written notice duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Offer must accompany the respective written notice.  Offers requested to be withdrawn shall be returned unopened to the Offerors.

1. However, all notices must be received by UNDP prior to the deadline for submission and submitted in accordance with the instructions of the RFQ/ITB/RFP.   No Offer may be withdrawn, substituted, or modified in the interval between the deadline for submission of Offer and the expiration of the period of Offer validity specified by the Offeror on the Bid/Proposal or any extension thereof.

Obtaining Clarification

1. Offerors may request UNDP for clarification of any of the provisions of the solicitation document, but only for a period of time allowed within the solicitation timeline.  Any request for clarification must be sent in writing via courier or through electronic means to the UNDP and UNDP must respond in writing, transmitted by electronic means.  Copies of the response must also be transmitted to all other offerors who have provided confirmation of their intention to submit an offer, including a narration of the query but without identifying the source of inquiry.

1. UNDP shall endeavour to provide such 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 offer, unless UNDP deems that such an extension is justified and necessary.

Offeror’s Conference

1. When appropriate, an Offeror’s conference will be conducted at the date, time and location specified in the RFQ/ITB/RFP.  While all Offerors are encouraged to attend, their non-attendance, however, shall not result in disqualification of an interested Offeror.

1. Minutes of the Offeror’s conference will be either posted on the UNDP website, Quantum portal or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference.  No verbal statement made during the conference shall modify the terms and conditions of the RFQ/ITB/RFP unless such statement is specifically written in the Minutes of the Conference or issued/posted as an amendment in the form of a Supplemental Information to the RFQ/ITB/RFP.

UNDP’s Right to Accept, Reject, or Render Non-Responsive Any or All Offer

1. UNDP reserves the right to accept or reject any Offer, to render any or all of the Offers as non-responsive, and to reject all Offers at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Offeror(s) of the grounds for UNDP’s action.  Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

1. UNDP shall also verify, and immediately reject their respective Offer, if the Offerors are found to appear in the UN’s Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions.

Right to Vary Requirements at the Time of Award

1. At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or services, 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.
2. Definition of Terms
   1. Offer – the Offeror’s response to the Invitation to Offer, including the Offer Submission Form, Technical Offer and Price Schedule and all other documentation attached to the Offer.

* 1. Offeror – any legal entity that may submit, or has submitted, a Offer for the supply of goods and provision of related services requested by UNDP.
  2. Contract – the legal instrument that will be signed by and between the UNDP and the successful Offeror/Proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
  3. Country – the country for which UNDP the goods and services being procured will be needed.

* 1. Data Sheet – the section of the Instructions to Offerors/Proposers used to reflect conditions of the tendering process that are specific to what is being procured at a given solicitation process.
  2. Goods – any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires in a procurement process.
  3. Government – the Government of the country where the goods/services/works being procured will be delivered or undertaken, as specified in the RFQ, ITB or RFP.
  4. Instructions to Offerors/Proposers – the complete set of documents which provides Offerors/Proposers with all information needed and procedures to be followed in the course of preparing their Offer/Proposal.
  5. ITB – the Invitation to Offer consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
  6. Material Deviation – any content or characteristic of the Offer that is significantly different from an essential aspect or requirement of the ITB/RFP, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
  7. Offer – a generic term used to collectively refer to Offers, quotes, and proposals.
  8. Offeror – a generic term used to collectively refer to Offerors, proposers, and/or vendors who have formally expressed interest in a procurement opportunity in UNDP.
  9. Proposal – the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
  10. Proposer – any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through an RFP.
  11. RFP – the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
  12. Schedule of Requirements and Technical Specifications – the document included in this ITB which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
  13. Services – the entire scope of tasks and deliverables requested by UNDP under an RFP, or the scope of tasks related or ancillary to the completion or delivery of the goods, as required by UNDP under the ITB or RFQ.
  14. Supplemental Information to the ITB/RFP – a written communication issued by UNDP to prospective Offerors/Proposers containing clarifications, responses to queries received from prospective Offerors/Proposers, or changes to be made in the ITB/RFP, at any time after the release of the ITB/RFP but before the deadline for the submission of Offer/Proposal.
  15. Terms of Reference (TOR) – the document included in the RFP which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.