

United Nations Development Programme



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REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 24 July 2020
	REFERENCE: RfQ-20/02084

Dear Sir / Madam:

We kindly request you to submit your quotation for **Implementation of the Anti-Bribery Management System in accordance with ISO 37001:2016 at the National Anticorruption Centre of Moldova**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **7 August 2020, 16:30 (Moldova local time)** via etendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event: 0000006593

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarifications in the system.

Please Consult eTendering Resources for Bidders for additional information on bidding:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services:

Exact Address of Delivery Location (identify all, if multiple)	<input checked="" type="checkbox"/> As per Terms of Reference (Annex 1)
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> As per point 4: Deliverables and timeframe of the Terms of Reference (Annex 1)
Delivery Schedule	<input checked="" type="checkbox"/> Required

T.P.

	NOTE: Proposed timeline for completion of services shall include all indicative dates for deliverables as outlined in the Terms of Reference (Annex 1) and a plan for meeting these and any additional deadlines.
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation ²	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<p>7 August 2020, 16:30 (Moldova local time)</p> <p>IMPORTANT NOTE: the time zone indicated in the Tendering system is New York Time zone.</p> <p>PLEASE NOTE:</p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct proposal closing time is as indicated in the e-tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposers to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly in the system. 2. Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian
Documents to be submitted	<input checked="" type="checkbox"/> Electronic submission of Proposal https://etendering.partneragencies.org Username: event.guest Password: whyzchange <p>Please note:</p> <ol style="list-style-type: none"> 1. <u>It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above.</u> 2. <u>You can participate in the proposal event only if you have registered in the system.</u> <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the Terms of Reference (Annex 1); <input checked="" type="checkbox"/> Company profile, including a list of services provided over the past five (5) years in the field of providing consultancy services related/similar to the implementation of the ISO standards as outlined in Terms of Reference (Annex 1); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate;

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

² This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

	<input checked="" type="checkbox"/> Documents or diplomas issued by established certified organizations that would confirm certification for Anti-bribery Management Systems ISO 37001; <input checked="" type="checkbox"/> Detailed technical description of the offered services; <input checked="" type="checkbox"/> Proposed timeline for completion of services, including all indicative dates for deliverables as outlined in the Terms of Reference (Annex 1) and a plan for meeting these and any additional deadlines; <input checked="" type="checkbox"/> The list of Key Personnel, including CVs and accreditation certificates (if the case). Relevant experience shall be duly stated in the attached CVs. Additional supporting documents may be required; <input checked="" type="checkbox"/> Recommendations from enterprises, organizations and other clients available (at least three (3)); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 60 calendar days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> Upon submitted and accepted deliverables
Liquidated Damages	0.5% of contract for every day of delay, up to a maximum duration of 1 (one) calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements (according to Annex 1: Terms of Reference) and lowest price; <input checked="" type="checkbox"/> Be legally registered entity or a consortium of firms/organizations (NGOs); <input checked="" type="checkbox"/> Company to possess documents or diplomas issued by established certified organizations that would confirm certification for Anti-bribery Management Systems ISO 37001; <input checked="" type="checkbox"/> At least five (5) years of experience in designing and providing consultancy services related/similar to the implementation of the ISO standards in the region of Central and Eastern Europe, for the Company; <input checked="" type="checkbox"/> At least two (2) assignments in designing and providing services for the implementation of the ISO standards for public institutions/agencies/ enterprises. Letters of reference should be provided by the applicant for minimum two (2) projects related to the implementation of the ISO standards developed and implemented, for the Company; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions; <input checked="" type="checkbox"/> Submission of the CVs of the proposed Key Personnel, demonstrating the following minimum requirements: <div style="margin-left: 40px;"> A. Team Leader or one of the Key Experts to be fully competent in the field of the Anti-Bribery Management Systems ISO 37001:2016, proven via recognized certifications; B. Team Leader position: </div>

³ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<p><input checked="" type="checkbox"/> University Degree in Accounting, Finance, Economics, Banking, Law or other relevant fields;</p> <p><input checked="" type="checkbox"/> minimum five (5) years of experience in the provision of consultancy services related/similar to the implementation of the ISO standards;</p> <p><input checked="" type="checkbox"/> working knowledge of English and Romanian languages.</p> <p>C. Key Experts:</p> <p><input checked="" type="checkbox"/> University Degree in Accounting, Finance, Economics, Banking, Law or other relevant fields;</p> <p><input checked="" type="checkbox"/> minimum three (3) years of experience in the provision of consultancy services related/similar to the implementation of the ISO standards;</p> <p><input checked="" type="checkbox"/> working knowledge of Romanian language.</p> <p>NOTE: All CVs shall be presented as outlined in point 6. Qualifications of the Successful Service Provider at Various Levels of the Terms of Reference (Annex 1), including information on:</p> <ul style="list-style-type: none"> - Anticipated role and level of participation in the project; - Previous experience relevant to the assigned role in the project; - Education, training and certification details; - Contact information (name, title, organization, mailing address, - phone, and email) for a minimum of three business references; - Linguistic skills. <p>Failure to do so may be considered grounds for disqualification.</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Other Type/s of Contract: Contract for Goods and Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by one (1) calendar month
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Approval and Acceptance of Deliverables by UNDP based on full compliance with RFQ requirements
Annexes to this RFQ ⁴	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁵	<p>Olga Crivoliubic, Project Manager E-mail address: olga.crivoliubic@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf.

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Corina Oprea

Corina Oprea,
Head of Operations

Terms of Reference

Implementation of the Anti-Bribery Management System in accordance with ISO 37001:2016 at the National Anticorruption Centre of Moldova

1. BACKGROUND

Curbing Corruption through Building Sustainable Integrity in Moldova Project (further NAC II Project) will contribute to achieving a sustainable integrity and anticorruption system in the Republic of Moldova through the strengthened capacities of the public and private sector entities and the civil society for the efficient application and monitoring of national integrity instruments and standards. The project will enhance capacities of the public and private sector actors, as well as of the Civil Society Organisations (CSOs) for the implementation of effective corruption prevention instruments and tools and will strengthen the anticorruption demand side through an increased public awareness on anticorruption and on the means to curb corruption. It will contribute to the progressive implementation of the Sustainable Development Goal 16 that calls for a substantial reduction of corruption and bribery in all their forms and for developing effective, accountable and transparent institutions at all levels. The Project is framed around the National Integrity and Anticorruption Strategy (NIAS) 2017-2020 and responds to the needs of its various actors and stakeholders in addressing the challenges for the effective implementation of NIAS.

One of the Project's objectives is to strengthen the capacities of the anticorruption authority to enforce and improve integrity instruments. The National Anticorruption Centre (NAC) has a well-defined mandate for the fight and prevention of corruption and is the institution responsible for the coordination of the implementation of the National Integrity and Anticorruption Strategy 2017 - 2020. The Centre has the organizational, functional and operational independence granted by law and is independent in developing its work plan and in fulfilling its duties. (Details on the NAC organizational structure is attached to this ToR).

To enhance the capacities of the National Anticorruption Center for ensuring the uniform compliance with anticorruption and integrity standards across the country, the Project will support the implementation and certification of the NAC with the Anti-Bribery Management System in accordance with ISO 37001:2016. In this context, the Project seeks a specialized company/consulting firm to carry out the implementation of the ISO 37001:2016 to further achieve the certification on this standard.

2. OBJECTIVES OF THE ASSIGNMENT

The objective of these services is to carry out the implementation of the Anti-Bribery Management System ISO 37001:2016 within the National Anticorruption Centre of Moldova with the main goal to achieve a modern and effective working environment certified under this standard.

This methodology is to be process-oriented, focused on the business objectives of the client and should incorporate all concepts of the anti-bribery management systems. It should also cover the need for continuous improvement with the objective of protecting the confidentiality, integrity and availability of critical information assets.

3. SCOPE OF WORK AND EXPECTED OUTPUTS:

In order to achieve the objectives set **for the implementation of the Anti-Bribery Management System ISO 37001:2016** for the NAC of the Republic of Moldova, the selected company will provide targeted advisory services and will deliver the following:

1. Meet with relevant actors from the NAC's senior management. Explain the contractor's role in carrying out the implementation of the ABMS and the ways in which the ABMS will improve NAC's performance;
2. Perform a diagnostic of key processes. Evaluate the current of a gap analysis between actual practice and ISO 37001:2016 requirements in order to identify sub-processes, activities and documentation, a current index of the key processes and compliance with the specified standard. Formulate specific recommendations for improvement of the current Anti-Bribery Management System for its alignment to ISO 37001:2016 requirements.
3. Develop an Anti-Bribery Management Policy based on ISO 37001:2016 requirements, considering individual NAC needs. The policy must provide specific mechanism/s for establishment of high-level directives and principles on Anti-Bribery Management System at NAC;
4. Train NAC staff. Advise on establishment of targeted groups and develop specific training programs. Conduct training sessions with each group (70 staff members). Provide to NAC staff the necessary awareness, as well as basic and advanced knowledge of ABMS in the areas covered by in the project;
5. Define and organize the Basic Processes in the framework of the ABMS. Develop a Regulation on Anti-Bribery Management System for NAC;
6. Drafting and implementation of ABMS and their documentation. Drafting and implementation of other documents, general and operational procedures, work plans and forms, as well as their oversight according to the requirements of the ABMS and guidelines defined by the anticorruption body.
9. Deliver other activities needed for the achievement of the objective.

General information about NAC can be found in the hereby attached Questionnaire (see attachment to Annex 1).

The implementing companies are expected to prepare commercial proposals with detailed work plans and timelines.

Travel

All envisaged travel costs must be included in the Annex 2: Form for Submitting Supplier's Quotation under the point *Cost of Transportation*. The Costs of Transportation shall be disbursed depending on the effective travel and the duty travel restrictions due to Covid19 pandemics.

4. DELIVERABLES AND TIMEFRAME

No.	Deliverables	Specifications	Indicative Timeframe
1.	Implementation of the Anti-Bribery Management System ISO 37001:2016	a. Report on the results of the diagnostic of the Anti-Bribery Management System key processes at the NAC and their compliance with the ISO 37001:2016 requirements drafted and submitted for approval;	weeks 1-6 by October 9, 2020

	b. Anti-Bribery Management Policy for NAC based on ISO 37001:2016 requirements developed and submitted for approval;	weeks 7-10 by November 06, 2020
	c. Trainings for NAC staff (70 staff members);	weeks 11-12 by November 20, 2020
	d. Regulation on NAC Anti-Bribery Management System;	weeks 13-16 by December 15, 2020
	e. ABMS and their documentation drafted and submitted for approval;	weeks 17-20 by January 30, 2021
	g. Final Report on the services delivered and future recommendations	week 22 by February 15, 2021

A more concrete implementation schedule (divided into phases) should be produced and submitted for approval by the implementing contractor at the beginning of the assignment. Final report and other documents related to the assignment should be submitted to the Project Manager. Reports shall be written in Romanian.

Timeframe

The entire assignment is to be finalized not later than **15 February 2021**.

Deliverables Format

All deliverables will be submitted in both hardcopy one (1) unbound original and one (1) electronic copy using the standard software products (Microsoft Office Word, Excel, Access and PowerPoint). The Final Report will be presented in Romanian language and an Executive Summary in English language.

5. MANAGEMENT ARRANGEMENTS:

Organizational Setting: The contractor will work under the direct supervision of the NAC and UNDP Project. The contractor shall take overall responsibility on the quality and timeliness of the assessment process within its competency.

The NAC will provide the contractor with the necessary information and materials in order to ensure the successful completion of the assignment.

Duration of the Work: **September 2020 – February 2021**. The payment will be done after submission of deliverables, as to be agreed at contract signature stage.

Confidentiality statement

All data and information received from UNDP and NAC staff for the purpose of this assignment is to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to UNDP. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of the UNDP Programme.

6. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

Bidders should enclose a résumé for each person anticipated to be assigned to the project and should include specific information on staff experience and roles. Bidders agree that named staff will participate in the project at the level and duration specified unless agreement is provided in writing by the Programme to allow substitutions.

Résumés of key project personnel must be included in the offer, résumés for other personnel may be included as deemed applicable by the Bidder. Descriptions of subcontractor staff members, if applicable, should follow the format utilized for the Bidder organization. The résumés submitted for project personnel should be detailed and comprehensive. Specifically, résumés should include:

- Anticipated role and level of participation in the project;
- Previous experience relevant to the assigned role in the project;
- Education, training and certification details;
- Linguistic skills.

Bidders should describe, in detail, their previous corporate experience in similar related to the project's assignment, if any. This section should include the corporate experience as well as the role of any subcontract organization(s) indicated in the Bidder's proposal. Descriptions of subcontractor staff members, if applicable, should follow the format utilized for the Bidder organization. The Project retains the right to accept or reject all proposed project personnel and to ask for replacement of the Project staff, as necessary.

The Service Provider should meet the following minimum qualifications criteria which make the applicant eligible for this assignment:

- Be legally registered entity or a consortium of firms/organizations;
- Possess documents or diplomas issued by established certified organizations that would confirm certification for Anti-bribery Management Systems ISO 37001;
- At least five (5) years of experience in designing and providing consultancy services related/similar to the implementation of the ISO standards in the region of Central and Eastern Europe;
- At least two (2) assignments in designing and providing services for the implementation of the ISO standards for public institutions/ agencies/ enterprises. Letters of reference should be provided by the applicant for minimum two (2) projects related to the implementation of the ISO standards developed and implemented.
- Key members of the consulting firms / consortium of firms must have qualified and experienced personnel including certified Lead Auditors for the above-mentioned management standards;

Qualification of the Team members:

The Bidder shall describe the proposed key personnel taking into consideration following positions:

- Team Leader;
- Key Experts.

Minimum requirements for the Project Team:

- Team Leader or one of the Key Experts to be fully competent in the field of the Anti-Bribery Management Systems ISO 37001:2016, proven via recognized certifications.

Minimum requirements for the Team Leader position:

- University Degree in Accounting, Finance, Economics, Banking, Law or other relevant fields;
- minimum five (5) years of experience in the provision of consultancy services related/similar to the implementation of the ISO standards;
- working knowledge of English and Romanian languages.

Minimum requirements for the Key Experts:

- University Degree in Accounting, Finance, Economics, Banking, Law or other relevant fields;
- minimum three (3) years of experience in the provision of consultancy services related/similar to the implementation of the ISO standards;
- working knowledge of Romanian language.

Each bidder should develop and submit a technical offer containing:

- **Their internal quality assurance standards, recommendations, previous works:**

- constituent and legal documents available;
- list of services provided over the past five (5) years in the field of providing consultancy services related/similar to the implementation of the ISO standards;
- recommendations from enterprises, organizations and other clients available (at least three (3));
- list of Key Personnel, including CVs and accreditation certificates.

Note: Proposed timeline should include all indicative dates for deliverables as outlined above and a plan for meeting these and any additional deadlines.

Proven commitment to the core values of the United Nations, in particular, respecting differences of culture, gender, religion, ethnicity, nationality, language, age, HIV status, disability, and sexual orientation, or other status.

UNDP Moldova is committed to workforce diversity. Women, persons with disabilities, Roma and other ethnic or religious minorities, persons living with HIV, as well as refugees and other non-citizens legally entitled to work in the Republic of Moldova, are particularly encouraged to apply.

Attachment to Annex 1: Questionnaire about the National Anticorruption Center of the Republic of Moldova

Questionnaire about the National Anticorruption Center of the Republic of Moldova

Numele instituției:	Centrul Național Anticorupție din Republica Moldova
Adresa sediului social:	MD-2004, mun. Chișinău, bd. Ștefan cel Mare și Sfânt 198
IDNO:	1006601000222
Statutul juridic al organizației:	autoritate publică LP1104/2002 https://www.legis.md/cautare/getResults?doc_id=66260&lang=ro
Structura aparatului central al CNA	HP34/2016 https://www.legis.md/cautare/getResults?doc_id=119758&lang=ro#
Tel:	/+373 22/ 257-257
Fax:	/+373 22/ 257-294, 244-766
E-mail:	secretariat@cna.md
Subdiviziuni teritoriale:	Direcția teritorială „Centru”, cu sediul în municipiul Chișinău; Direcția generală teritorială "Nord" cu sediul în municipiul Bălți și Direcția generală teritorială "Sud" cu sediul în orașul Cahul IMPORTANT: reprezentanții responsabili din cadrul subdiviziunilor teritoriale vor participa la activitățile proiectului în cadrul sediului central, asigurând participarea pe cost propriu
Numele, numărul de telefon si emailul persoanei de contact:	Valeriu Cupcea, șef al Direcției cooperare internațională Tel: +373 79743505, e-mail: valeriu.cupcea@cna.md
Numărul total de angajați:	efectiv-limită în număr de 359 unități (Hotărârea Parlamentului nr.34/2016)
Numărul de angajați implicați în procesele sensibile	Activitatea oricărei subdiviziuni a CNA este susceptibilă anumitor riscuri. Respectiv numărul coincide cu efectivul limită: 359
Numărul de angajați în funcții manageriale	70
Program de lucru:	Luni-Vineri, 08:00 – 17:00, Prînz 12:00-13:00
Exista un alt Sistem de Management implementat:	Nu
Limba de comunicare:	Româna

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁶*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RfQ-20/02084**:

TABLE 1 : Offer to Supply Services Compliant with Terms of Reference

Deliverable No.	Description/Deliverable	Quantity	Latest Delivery Date	Unit Price, USD, excl. VAT	Total Price per Item, USD, excl. VAT
Implementation of the Anti-Bribery Management System ISO 37001:2016 for the NAC of the Republic of Moldova	a. Report on the results of the diagnostic of the Anti-Bribery Management System key processes at the NAC and their compliance with the ISO 37001:2016 requirements drafted and submitted for approval;	1			
	b. Anti-Bribery Management Policy for NAC based on ISO 37001:2016 requirements developed and submitted for approval;	1			
	c. Trainings for NAC staff (70 staff members);	1			
	d. Regulation on NAC Anti-Bribery Management System;	1			
	e. ABMS and their documentation drafted and submitted for approval;	1			
	g. Final Report on the services delivered and future recommendations	1			
	Total Prices of Deliverables				
	Add : Cost of Transportation				
	Note: The Costs of Transportation shall be disbursed depending on the effective travel and the duty travel restrictions due to Covid19 pandemics.				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

⁶ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time as per point 4. Deliverables and Timeframe of Annex 1 – Terms of Reference			
Validity of Quotation – <i>60 calendar days</i>			
All Provisions of the UNDP General Terms and Conditions (see Annex 3)			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.