



## **REQUEST FOR PROPOSAL (RFP)**

# **PROVISION OF BANKING SERVICES FOR UN AGENCIES IN REPUBLIC OF MOLDOVA**

RFP Reference No.:	RfP24/02835
Country:	Republic of Moldova
Issued on:	16 March 2024

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## SECTION 1: LETTER OF INVITATION

United Nations Development Programme, hereinafter referred to as UNDP hereby invites prospective proposers to submit a proposal for **Provision of Banking Services for UN Agencies in Republic of Moldova** in accordance with the General Conditions of Contract and the Terms of Reference as set out in this Request for Proposal (RFP) no. RfP24/02835.

To enable you to submit a proposal, please read the following attached documents carefully.

**Section 1:** This Letter of Invitation

**Section 2:** Instruction to Proposers

**Section 3:** Data Sheet

**Section 4:** Evaluation Criteria

**Section 5:** Terms of Reference

**Section 6:** Conditions of Contract and Contract Forms

**Section 7:** Proposal Forms

- **Form A:** Proposal confirmation
- **Form B:** Checklist
- **Form C:** Technical Proposal Submission
- **Form D:** Proposer Information
- **Form E:** Joint Venture/Consortium/Association Information
- **Form F:** Eligibility and Qualification
- **Form G:** Format for Technical Proposal
- **Form H:** Format for CV of Proposed Key Personnel
- **Form I:** Statement of Exclusivity and Availability
- **Form J:** Financial Proposal Submission
- **Form K:** Format for Financial Proposal
- **Form L:** Personal Banking Services Proposal
- **Form M:** Model Contract for Banking Services

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 3: Data Sheet.

Should you be interested to submit a proposal, please log in to the Quantum NextGenERP supplier portal and subscribe to this tender following the instructions in the system user guide. Please search for the tender using search filters, namely **Negotiation ID: UNDP-MDA-00430**. Once subscribed to the tender, you will be able to receive notifications in case of amendments of the tender document and requirements.

Please indicate whether you intend to submit a bid by creating a draft response without submitting directly in the Quantum NextGenERP supplier portal.

Offers must be submitted directly in the Quantum NextGenERP supplier portal following this link: <http://supplier.quantum.partneragencies.org/> using the profile you may have in the portal (please log in using your username and password). In case you have never registered before, follow the [Supplier Portal Registration Link](#).

**Please note that the access link to the Supplier registered profile is sent from Oracle within up to 3 days. In case you have not received the access link after 3 days since registration, you should address for support to UNDP at the email address: [sc.md@undp.org](mailto:sc.md@undp.org).** In case you encounter errors with registration (e.g. system states Supplier already is registered), you should address for support to UNDP at the email address: [sc.md@undp.org](mailto:sc.md@undp.org).

Computer firewall could block *oracle* or *undp.org* extension and Suppliers might not receive the Oracle notifications. Please turn down any firewalls on your computers to ensure receipt of email notification.

Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember the password or the username from previous registration.

Should you require further clarifications on the application through the Quantum online portal, kindly contact the Procurement Unit at [sc.md@undp.org](mailto:sc.md@undp.org). Please pay attention that the proposal shall be submitted online through the Quantum system and any proposal sent to the above email shall be disqualified.

Should you require further clarifications on the Request for Proposal, Terms of Reference or other requirements, kindly communicate using the messaging functionality in the portal.

Deadline for Submission of Offers (Date and Time), which is visible in the online procurement system will be final. System will not accept submission of any proposal after that date and time. It is the responsibility of the bidder to make sure that the proposal is submitted prior to this deadline for submission.

Bidders are advised to upload proposal documents and to submit their offer a day prior or well before the date and time indicated under the deadline for submission of Offers. Do not wait until last minute. If Bidder faces any issue during submitting offers at the last minutes prior to the deadline for submission, UNDP may not be able to assist on such a short notice and will not be held liable in such instance. UNDP will not accept any offer that is not submitted directly through the System.

We look forward to receiving your proposal.

UNDP Moldova

## **SECTION 2: INSTRUCTIONS TO PROPOSERS**

GENERAL	
1. Scope	<p>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.</p> <p>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 <a href="#">UNDP Programme and Operations Policies and Procedures/Procurement</a>.</p> <p>As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). 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.</p>
2. Interpretation of the RFP	<p>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.</p>
3. Supplier Code of Conduct, Fraud, Corruption, Gifts and Hospitality	<p>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 <b>principles on labour, human rights, environment and ethical conduct</b> may be found at: <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a></p> <p>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.</p> <p>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 at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>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.</p> <p>In pursuance of this policy, UNDP:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> </ul>

<p>4. Eligible proposers</p>	<p>Proposers shall have the legal capacity to enter into a binding contract with UNDP.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>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.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> <li>• is included in the Ineligibility List, hosted by <a href="#">UNGM</a>, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;</li> <li>• is included in the <a href="#">Consolidated United Nations Security Council Sanctions List</a>, including the <a href="#">UN Security Council Resolution 1267/1989 list</a>;</li> <li>• is included in the <a href="#">World Bank Corporate Procurement Listing of Non-Responsible Vendors</a> and <a href="#">World Bank Listing of Ineligible Firms and Individuals</a>.</li> </ul>
<p>5. Proprietary information</p>	<p>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.</p>
<p>6. Publicity</p>	<p>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</p>

<b>SOLICITATION DOCUMENTS</b>	
7. Clarification of solicitation documents	<p>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.</p> <p>UNDP will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>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.</p>
8. Amendment of solicitation documents	<p>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.</p> <p>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.</p>
<b>PREPARATION OF PROPOSALS</b>	
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	<p>The proposal bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> <li>c) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>d) Technical Proposal;</li> <li>e) Financial Proposal;</li> <li>f) Proposal Security, if required by DS;</li> <li>g) Any attachments and/or appendices to the Proposal.</li> </ul>
12. Technical proposal format and content	<p>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.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p>
13. Financial proposal	<p>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.</p> <p>Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>



14. Currencies	<p>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:</p> <ul style="list-style-type: none"> <li>• UNDP will convert the currency quoted in the proposal into the UNDP preferred currency, in accordance with the UN Operational Rate of Exchange.</li> <li>• 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.</li> </ul>
15. Duties and taxes	<p>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</p>
16. Proposal validity period	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

<p>17. Proposal security</p>	<p>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.</p> <p>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.</p> <p>If the proposal security amount, or its validity period, is found to be less than is required by UNDP, UNDP shall reject the proposal.</p> <p>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.</p> <p>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).</p> <p>The Proposal security may be forfeited by UNDP, and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>• If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or;</li> <li>• In the event the successful Proposer fails: <ul style="list-style-type: none"> <li>○ to sign the contract after UNDP has issued an award; or</li> <li>○ 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.</li> </ul> </li> </ul>
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<p>18. Joint Venture, Consortium or Association</p>	<p>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:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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.</li> </ul> <p>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 of UNDP.</p> <p>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.</p> <p>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.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>• Those that were undertaken together by the JV, Consortium or Association; and</li> <li>• Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
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19. Only one proposal	<p>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.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>• they have at least one controlling partner, director or shareholder in common; or</li> <li>• any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>• they have the same legal representative for purposes of this RFP; or</li> <li>• 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;</li> <li>• 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.</li> </ul>
20. Alternative proposals	<p>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.</p> <p>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...</p>
21. Pre-proposal conference	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p>

<p>22.      Site inspection</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(i)        loss of or damage to any real or personal property;</li> <li>(ii)       personal injury, disease or illness to, or death of, any person;</li> <li>(iii)      financial loss or expense, arising out of the carrying out of that site inspection; and</li> <li>(iv)      transportation by UNDP to the site (if provided) as a result of any accidents or malicious acts by third parties.</li> </ul> <p>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).</p> <p>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.</p>
<p>23.      Errors                      or omissions</p>	<p>Proposers shall immediately notify UNDP in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>

<p>24. Proposers responsibility to inform themselves</p>	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• review the RFP to ensure that they have a complete copy of all documents;</li> <li>• obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;</li> <li>• 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;</li> <li>• attend any pre-proposal conference if it is mandatory under this RFP;</li> <li>• 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</li> <li>• 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.</li> </ul> <p>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.</p>
<p>25. No material change(s) in circumstances</p>	<p>The proposer shall inform UNDP of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> <li>• a change affecting any declaration, accreditation, license or approval;</li> <li>• 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;</li> <li>• a change to any information on which UNDP may rely in assessing proposals.</li> </ul>
<p><b>SUBMISSION AND OPENING OF PROPOSALS</b></p>	
<p>26. Instruction for proposal submission</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>26 a. Online submission</p>	<p>1.1 Electronic submission through online portal shall be governed as follows:</p> <ul style="list-style-type: none"> <li>• Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in DS;</li> <li>• The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</li> <li>• The Financial Proposal file must be uploaded separately only in the commercial section of the RFP in the system. encrypted with a password so that it cannot be opened nor viewed until the password is provided.</li> <li>• 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.</li> </ul> <p>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</p>

	and in the portal.
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27. Deadline for Submission of Proposals and Late Proposals	<p>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 <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. 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.</p> <p>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.</p>
28. Withdrawal, substitution and modification of proposals	<p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p>
<b>EVALUATION OF PROPOSALS</b>	
32. Confidentiality	<p>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.</p> <p>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.</p>
33. Evaluation of proposals	<p>UNDP shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>UNDP shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary examination</li> <li>Evaluation of minimum eligibility and qualification (if pre-qualification is not done)</li> <li>Evaluation of technical proposals</li> <li>Evaluation of financial proposals.</li> </ol>



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	<p>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).</p> <p>In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>

<p>36. Evaluation of technical and financial proposals</p>	<p>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.</p> <p>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.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in 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.</p> <p>When the Data Sheet specifies a <b>combined scoring method</b>, the formula for the rating of the proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;"><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;"><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p>37. Post-qualification/Due Diligence</p>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the proposer;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the proposer's offices, branches or other places where business transpires, with or without notice to the proposer;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>

<p>38. Clarification of proposals</p>	<p>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).</p> <p>UNDP may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a 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.</p>
<p>39. Responsiveness of proposal</p>	<p>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:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or</li> <li>b) limits in any substantial way, inconsistent with the solicitation documents, UNDP's rights or the proposer's obligations under the contract; or</li> <li>c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.</li> </ul> <p><b>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.</b></p>
<p>40. Nonconformities, reparable errors and omission</p>	<p>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.</p> <p>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.</p> <p>For financial proposals that have been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>If the proposer does not accept the correction of errors, its proposal shall be rejected, and its proposal security may be forfeited.</p>

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.
<b>AWARD OF CONTRACT</b>	
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 <a href="https://procurement-notice.undp.org/view_awards.cfm">https://procurement-notice.undp.org/view_awards.cfm</a> which is linked to the <a href="#">United Nations Global Marketplace</a> , 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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
49. Performance security	<p>The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a Performance Security in the amount and form specified herein: <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a>, 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 <a href="#">here</a>. UNDP shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).</p> <p>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.</p>

50. Bank guarantee for advance payment	<p>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 <a href="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&amp;action=default">bank guarantee form</a> available at : <a href="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&amp;action=default">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&amp;action=default</a>. 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.</p>
51. Liquidated Damages	<p>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.</p>
52. Proposal protest	<p>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.</p> <p>The following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
53. Other Provisions	<p>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.</p> <p>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.</p> <p>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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

### SECTION 3: DATA SHEET (DS)

The following specific data shall complement, supplement or amend the provisions in Section 2: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposers.

Ref. Article in Section 2	Data	Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is <b>RfP24/02835</b>.</p> <p>The services include provision of <b>Provision of Banking Services for UN Agencies in Republic of Moldova</b> as further described in Section 5 of this RFP.</p> <p>Based on the results of this competitive solicitation exercise, UNDP intends to enter into <b>one non-exclusive Long Term Agreement (LTA)</b> with the successful proposer for the provision of an indefinite quantity of the specified services in support of UNDP's operations. In the event of UNDP signing a Long Term Agreement, the following shall apply:</p> <p>The successful <b>proposer shall accord the same terms and conditions to any other organisation within the United Nations System</b> that wishes to avail of such terms, after written consent from UNDP.</p> <p>The expected duration of the LTA is: <b>five years with the possibility of extension for up to additional five years</b> subject to the Supplier's satisfactory performance and competitiveness of prices.</p> <p>The <b>estimated volume to be purchased</b> is: shown in the attached Terms of Reference (ToRs) (Section 5 of this RFP). LTA is considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p>
2.	Eligible proposers	Proposals from banks operating in Republic of Moldova are eligible to participate in this proposal process.
3.	Clarification of solicitation documents	<p>Any request for clarification of solicitation documents must be sent directly in the system through <b>Quantum message functionality</b>.</p> <p>Only in case of facing difficulties to register in the system and sending messages, bidders can write to the contact below to request support with the system:</p> <p><u>Focal Person:</u> Procurement Unit, UNDP Moldova</p> <p><u>E-mail address:</u> <a href="mailto:sc.md@undp.org">sc.md@undp.org</a></p> <p><b>ATTENTION: PROPOSALS (OR ANY PART OF IT) SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT THROUGH THE MANNER SET OUT BELOW (see Data Sheet Article 13).</b></p> <p>Deadline for submitting requests for clarifications / questions:</p> <p><b>Date:</b> 5 (five) days before the submission deadline  <b>Time:</b> 18:00  <b>Time zone:</b> Moldova time/GMT+3</p> <p>Supplemental information to the RFP and responses / clarifications to queries will be posted directly in the system.</p>
4.	Language	All proposals, information, documents and correspondence exchanged between UNDP and the proposers in relation to this solicitation process shall be in <b>English and/or Romanian</b> .

Ref. Article in Section 2	Data	Specific Instructions / Requirements
5.	Partial proposals	Submitting proposals for parts or sub-parts of the TOR is: <b>Not allowed</b>
6.	Currencies	Prices shall be quoted only in the currency indicated in the system: <b>Single Currency: Moldovan Leu / MDL</b>  Reference date of exchange rates: UN Operational Rate of Exchange on the submission deadline: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>
7.	Duties and taxes	All prices shall: <b>Be inclusive of VAT and other applicable indirect taxes.</b>
8.	Proposal validity period	<b>90 days</b>
9.	Proposal security	<b>Not Required</b>
10.	Alternative proposals	<b>Shall not be considered.</b>
11.	Pre-proposal conference	<b>Will be conducted as below:</b>  <b>Time and time zone: 11:00 GMT+2 / Moldova time</b>  <b>Date: 27 March 2024</b>  <b>Venue: Zoom</b>  <b>Link:</b> <a href="https://undp.zoom.us/j/83640534451?pwd=OXpPSTRUOWY4ejJPdkxHNkUyMEp5dz09">https://undp.zoom.us/j/83640534451?pwd=OXpPSTRUOWY4ejJPdkxHNkUyMEp5dz09</a>  <b>Meeting ID: 836 4053 4451</b>  <b>Passcode: 257773</b>  The <b>focal point for the arrangement</b> is:  Procurement Unit, UNDP Moldova, e-mail: <a href="mailto:sc.md@undp.org">sc.md@undp.org</a>  Before joining the meeting kindly leave your name and contact details, after which you will be allowed to join the meeting.  The pre-proposal conference is:  <input checked="" type="checkbox"/> <b>not mandatory</b>  <b>Minutes of the Pre-proposal conference</b> will be disseminated by: Direct communication to prospective Bidders by email and posting directly in Quantum and on the below tender websites: <a href="#">UNDP Moldova tenders</a> , <a href="#">UNDP Procurement Notices</a> and <a href="#">UNGM</a> .
12.	Site inspection	<b>A site inspection will not be held.</b>
13.	Instructions for proposal submission	Proposals must be <b>submitted directly in Quantum following the link:</b> <a href="http://supplier.quantum.partneragencies.org/">http://supplier.quantum.partneragencies.org/</a> .  Allowable manner of submitting proposals:

Ref. Article in Section 2	Data	Specific Instructions / Requirements
		<ul style="list-style-type: none"> <li>File Format: PDF files only</li> <li>File names must be clearly indicative of the file content and uploaded in the relevant section as instructed in the system. File names must be in English or in the language specified in this document as the bid language.</li> <li>All files must be free of viruses and not corrupted.</li> <li>It is recommended that the entire Proposal be consolidated into as few attachments as possible.</li> <li>The proposer should receive an email acknowledging receipt of the proposal by the system.</li> <li><b>The Financial Proposal file (Forms J and K) must be uploaded separately only in the "Commercial section" of the RFP requirements in Quantum. The inclusion of the Financial Proposal in the commercial section shall ensure that the Financial Proposal cannot be opened nor viewed until the technical evaluation is completed. Non-compliance with this instruction may result in rejection of the proposal received.</b></li> <li><b>The Personal Banking Services Proposal file (Form L) must be uploaded separately only in the "Commercial section" of the RFP requirements in Quantum. The Personal Banking Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for the Personal Banking Proposal file shall be requested, if necessary, after completion of financial evaluation. Non-compliance with this instruction may result in rejection of the proposal received.</b></li> </ul>
14.	Deadline for proposal submission	<p>Deadline for proposal submission is <b>indicated in the portal</b>. In case of discrepancies between the deadline indicated in the portal and deadline indicated elsewhere, the deadline in the portal will prevail. It is the responsibility of the bidder to be informed on the tender deadline.</p> <p><b>Note that system time zone is in EST/EDT (New York) time zone.</b></p>
15.	Proposal Opening	Public proposal opening will <b>NOT</b> be held.
16.	Evaluation of technical and financial proposals	<p>Evaluation will be based on:</p> <p><input checked="" type="checkbox"/> Combined scoring method using a distribution of 70%-30% distribution for technical and financial proposals, respectively</p> <p>The formula for the combined scoring method shall be:</p> <p><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> <p><b>Rating the Technical Proposal (TP):</b></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><b>Rating the Financial Proposal (FP):</b></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p>Only substantial technical compliant Proposers shall be taken to the financial evaluation and their financial proposals shall be opened. To be substantially compliant, Proposers must obtain a minimum threshold of 70% of maximum points from technical evaluation.</p>



Ref. Article in Section 2	Data	Specific Instructions / Requirements
		<p>If the Evaluation Panel should agree that the Technical and Financial Proposals from two or more banks are equal both technically and financially, the deciding factor will then be their Personal Banking Services Proposals.</p> <p>The maximum number of technical points is detailed in Section 4: Evaluation Criteria.</p>
17.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 25%</p> <p>The maximum percentage by which quantities may be decreased is 25%</p>
18.	Contract award to one or more proposer	<p>UNDP will award a contract to:</p> <p><b>One Bidder Only</b></p>
19.	Type of contract to be awarded	<p><b>Contract Face Sheet</b></p> <p>More information can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p> <p>See Section 6 for link to sample contract.</p>
20.	Expected date for commencement of contract	<b>01 June 2024</b>
21.	Conditions of contract to apply	<p><b>UNDP General Terms and Conditions for contracts (goods and/or services)</b></p> <p>See Section 6 for link to the contract terms.</p>
22.	Performance Security	<b>Not Required</b>
23.	Advance payment	<b>Not Allowed</b>
24.	Liquidated damages	<b>Will not be imposed</b>
25.	Documents to be submitted with your Proposal	<ul style="list-style-type: none"> <li>▪ (Mandatory) Bank Profile, which should <u>not</u> exceed twenty (20) pages, including printed brochures and product catalogues relevant to the services being procured</li> <li>▪ (Mandatory) Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation</li> <li>▪ (Mandatory) Applicable license of the business</li> <li>▪ (Mandatory) Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Proposer is not a corporation</li> <li>▪ (Mandatory) List of Shareholders and Other Entities Financially Interested in the Bank owning 5% or more of the stocks and other interests, or its equivalent if Proposer is not a corporation</li> <li>▪ (Mandatory) Local Government permit to locate and operate in the current location of office</li> <li>▪ (Optional) Trade name registration papers, if applicable</li> <li>▪ (Mandatory) Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer</li> </ul>

Ref. Article in Section 2	Data	Specific Instructions / Requirements
		<ul style="list-style-type: none"> <li>▪ (Mandatory) A copy of preliminary Agreement in case of Consortium</li> <li>▪ (Mandatory) Official Evidence of the Bank's Industry Rating, as applicable</li> <li>▪ (Mandatory) Official evidence of direct relationship with international banking channel for USD and EUR clearing</li> <li>▪ (Mandatory) Latest Audited Financial Statements (Income Statements and Balance Sheets) including Auditor's Reports or registered Financial Reports at the Statistical Bureau for the last 3 (three) years (2021, 2022, 2023)</li> <li>▪ (Mandatory) Detailed description of the Methodology and Approach for the services required in the ToR, with clear distribution of roles and responsibilities of the proposed key personnel</li> <li>▪ (Mandatory) Client reference list (minimum 3 (three)) to whom the same or similar services are required by this RFP have been rendered and corresponding Statements of Satisfactory Performance from the named clients</li> <li>▪ (Mandatory) Copies of contracts to prove that Offeror meets the similar experience requirement (stated under Section 4: Evaluation Criteria)</li> <li>▪ (Mandatory) CVs and Statements of Exclusivity and Availability (signed by the envisaged person) of the Key personnel (mentioned under in Section 3: ToR) including experience relevant to the required skills</li> <li>▪ (Optional but highly recommended) Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any</li> <li>▪ (Optional but highly recommended) Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidence of the Proposer's practices which contributes to the ecological sustainability of reduction of environment impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.)</li> <li>▪ <b>(Mandatory) Dully filled in Proposal Forms A-L (as per Section 7: Proposal Forms). Forms A-I, representing the Technical Proposal, shall be submitted directly in the system in the "Technical section" of the requirements.</b></li> <li>▪ <b>(Mandatory) Forms J and K, representing the Financial Proposal shall be submitted directly in the system only in the "Commercial section" of the RFP requirements in Quantum. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.</b></li> <li>▪ <b>(Mandatory) Form L, representing the Personal Banking Services Proposal, must be uploaded separately only in the "Commercial section" of the RFP requirements in Quantum. Form L must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for the Personal Banking Proposal file shall be requested, if necessary, after completion of financial evaluation. Non-compliance with this instruction may result in rejection of the proposal received.</b></li> </ul>
26.	Other information related to the RFP	N/A

## SECTION 4: EVALUATION CRITERIA

### Preliminary Examination Criteria

All criteria will be evaluated on a **Pass/Fail basis** and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the Proposal	All documents requested in Section 2: Instructions to Bidders Articles 11 and 12 have been provided and are complete.
Proposer accepts UNDP General Conditions of Contract as specified in Section 6.	Duly signed and stamped Form C: Technical Proposal Submission has been provided.
Proposal Validity	Duly signed and stamped Form C: Technical Proposal Submission has been provided.
Appropriate signatures	Proposal Forms have been duly signed and stamped.
Power of Attorney [if applicable]	Certified Letter of Appointment and/or power of attorney authorizing the representative of the Bidder to sign bids has been provided.

### Minimum Eligibility and Qualification Criteria

Minimum eligibility and qualification criteria will be evaluated on a **Pass/Fail basis**.

If the Proposal is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
<b>Legal Status:</b> Proposer is a legally registered entity in Republic of Moldova.	Form D: Proposer Information
<b>Diversity, Inclusion and Belonging:</b> Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Proposer Information
<b>Eligibility:</b> Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
<b>Conflict of Interest:</b> No conflicts of interest in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
<b>Bankruptcy:</b> The Proposer has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Technical Proposal Submission

<b>Certificates and Licenses:</b> <ul style="list-style-type: none"> <li>Proposer has a valid registration and license from the National Bank of Moldova to operate as a Commercial Bank.</li> <li>Proposer is a member of SWIFT.</li> <li>Proposer has provided official evidence of direct relationship with international banking channel for USD and EUR clearing.</li> <li>Proposer has provided official evidence of the Bank's Industry Rating.</li> </ul>	Valid registration and license from the National Bank of Moldova  SWIFT BIC directly in the name of the proposer  Full routing details and account numbers maintained by the Proposer with the international clearing banks.  Official Evidence of the Bank's Industry Rating
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Qualification Criteria	Documents to establish compliance
<b>History of non-performing contracts<sup>1</sup>:</b> Non-performance of a contract did not occur as a result of contractor default within the last 3 years <sup>1</sup> .	Form F: Eligibility and Qualification
<b>Litigation History:</b> No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form F: Eligibility and Qualification
<b>Previous Experience:</b>	
Minimum 10 (ten) years of relevant experience in provision of banking services in Republic of Moldova. <i>(For JV/Consortium/Association, TEAM Lead company should meet requirement).</i>	Form F: Eligibility and Qualification
Minimum 5 (five) months with monthly transactions equivalent to USD 20 million, for the same nature and complexity of services (banking services) over the last 12 (twelve) months. <i>(For JV/Consortium/Association, TEAM Lead company should meet requirement).</i>	Form F: Eligibility and Qualification
<b>Minimum Key Personnel:</b>	
The minimum personnel mandatory for the implementation of the contract: <ul style="list-style-type: none"> <li>1 (one) dedicated Project Manager/Account Manager for UN Agencies with minimum 5 (five)</li> </ul>	Attach required documents to: <ul style="list-style-type: none"> <li>Form H: Format for CV of Proposed Key Personnel</li> <li>Form I: Statement of Exclusivity and Availability</li> </ul>

<sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<p>years of relevant experience in managing contracts for provision of banking services.</p> <ul style="list-style-type: none"> <li>2 (two) dedicated service representatives/relationship managers proposed.</li> </ul> <p>(For JV/Consortium/Association, TEAM Lead company should meet requirement).</p>	
<b>Financial Standing:</b>	
<p><b>Liquidity, safety and soundness:</b> The Ratio over the last 3 (three) years must meet the minimum requirement specified below for each category:</p> <ul style="list-style-type: none"> <li>Capital adequacy ratio must be equal or greater than 12%</li> <li>Liquidity ratio must be equal or greater than 25%</li> <li>Capital deposit must be equal or greater than 5%</li> </ul> <p>Proposers must include in their Proposal audited balance sheets cover the last 3 (three) years.</p> <p>(For JV/Consortium/Association, TEAM Lead company should meet requirement).</p>	<p>Copy of audited financial statements for the last 3 (three) years.</p> <p>Relevant official evidence related to capital adequacy ratio, liquidity ratio and capital deposit for the last 3 (three) years.</p> <p>Form F: Eligibility and Qualification</p>

#### Technical Evaluation Criteria

	Criteria	Max. Points Obtainable
<b>A</b>	<b>BACKGROUND</b>	<b>31</b>
<b>A1</b>	<b>Safety &amp; Soundness</b>	
A1 1	<p>Average Total Assets for the past 3 (three) years</p> <ul style="list-style-type: none"> <li>Above 25 billion MDL – 5 pts</li> <li>Between 20 and 24 billion MDL – 4 pts</li> <li>Between 15 and 19 billion MDL – 3 pts</li> <li>Less than 15 billion MDL – 2 pts</li> </ul>	5
A1 2	<p>Most recent financial audit statement (showing liquid business and good legal relationship with other entities)</p> <ul style="list-style-type: none"> <li>Capital adequacy ratio: between 12% and 20% - 2.5 pts, greater than 20% - 5 pts</li> <li>Liquidity ratio: between 25% and 30% - 2.5 pts, greater than 30% - 5 pts</li> <li>Capital deposit ratio: between 5% and 10% - 2.5 pts, greater than 10% - 5 pts</li> </ul>	15

<b>A2</b>	<b>Geographical Coverage &amp; Presence</b>	
A2 1	Number of branches, locations and capacities of these branches based on the average data for past 3 (three) years <ul style="list-style-type: none"> <li>Above 50 branches – 3 pts</li> <li>Between 25 and 49 branches – 2 pts</li> <li>Less than 24 branches – 0 pts</li> </ul>	3
A2 2	Years of operation <ul style="list-style-type: none"> <li>More than 25 years of operations – 3 pts</li> <li>Between 10 and 24 years of operations – 1 pts</li> </ul>	3
A2 3	Competitive Position (market share of bank total assets versus bank market total assets) based on the average data for past 3 (three) years <ul style="list-style-type: none"> <li>Above 25% market share – 5 pts</li> <li>Between 15% and 24% market share – 3 pts</li> <li>Less than 15% market share – 1 pts</li> </ul>	5
<b>B</b>	<b>BANK SERVICES</b>	<b>19</b>
	<b>TRANSACTIONAL SERVICES</b>	
<b>B1</b>	<b>Beneficiary Charges and fees from correspondent banks</b>	
	<ul style="list-style-type: none"> <li>Charges applied to sender. Beneficiary receives full amount of payment – 1.5 pts,</li> <li>Charges applied to beneficiary – 0 pts</li> <li>Beneficiary is informed if correspondent bank fees shall apply – 1.5 pts</li> </ul>	3
<b>B2</b>	<b>Processing times of wire transfers</b>	
B2 1	General processing times <ul style="list-style-type: none"> <li>In-country transfer processed and completed within 24 hours – 0.5 pts</li> <li>In-country transfer processed and completed in more than 24 hours – 0 pts</li> <li>Out-of-country transfer processed and completed within up to 2 (two) days – 0.5 pts</li> <li>Out-of-country transfer processed and completed in more than 2 (two) days – 0 pts</li> </ul>	1
B2 2	Cut-Off Times for receiving client wire transfer authorization by electronic means <ul style="list-style-type: none"> <li>Close of business day for same day transfer – 2 pts</li> <li>Up to 2 (two) hours before close of business day for same day transfer – 1 pts</li> <li>More than 2 (two) hours before close of business day for same day transfer – 0 pts</li> </ul>	2
<b>B3</b>	<b>Funds availability schedule for (specify currency as appropriate)</b>	
B3 1	In-country wire transfer deposit (credit) <ul style="list-style-type: none"> <li>At the start of the next business day after the banking day that the deposit is made – 1 pts</li> <li>More than 1 (one) business day after the banking day that the deposit is made – 0 pts</li> </ul>	1

B3 2	<p>International wire transfer deposit (credit)</p> <ul style="list-style-type: none"> <li>At the start of the next business day after the banking day that the deposit is made – 1 pts</li> <li>Up to 2 (two) business days after the banking day that the deposit is made – 0.5 pts</li> <li>More than 2 (two) business days after the banking day that the deposit is made – 0 pts</li> </ul>	1
B4	<p><b>Possibility and means to handle small amount non-recurring payments to beneficiaries who do not have bank accounts</b></p> <p>Yes – 1 pts, No – 0 pts</p>	1
<b>FOREIGN EXCHANGE</b>		
B5	<p><b>Number of currencies</b></p> <ul style="list-style-type: none"> <li>Services offered in 3 (three) currencies or more – 2 pts</li> <li>Services offered in less than 3 (three) currencies – 0 pts</li> </ul>	2
B6	<p><b>Methodology used to establish the exchange rates used for quotes on purchase or sale of currencies (based on competitiveness of quotes, execution, and timely settlement)</b></p> <ul style="list-style-type: none"> <li>Methodology presented with sufficient details to understand the process – 2 pts</li> <li>Methodology is brief and does not include many details, posing impediments in proper understanding – 1 pts</li> </ul>	2
B7	<p><b>Provision of same day credit in local currency for the sale and conversion of a USD or EURO check to local currency</b></p> <ul style="list-style-type: none"> <li>Same day credit – 2 pts</li> <li>No – 0 pts</li> </ul>	2
B8	<p><b>Normal settlement period for a Foreign Exchange transaction via Electronic Funds Transfer requiring the sale of USD or EURO by the UN for local currency</b></p> <ul style="list-style-type: none"> <li>Up to 2 (two) business days from trade date – 2 pts</li> <li>More than 2 (two) business days from trade date – 0 pts</li> </ul>	2
B9	<p><b>Cut-off times for foreign exchange transactions</b></p> <ul style="list-style-type: none"> <li>Close of business day for same day transaction – 2 pts</li> <li>Up to 2 (two) hours before close of business day for same day transaction – 1 pts</li> <li>More than 2 (two) hours before close of business day for same day transaction – 0 pts</li> </ul>	2
<b>C</b>	<b>ELECTRONIC BANKING, SECURITY CONTROL, AND INFORMATION REPORTING</b>	<b>20</b>
C1	<p><b>Electronic Banking</b> (payment initiation, API interface with UNDP ERP system with the capability to process file format ISO 20022 pain XML ver3 or any other industry standard file format, support file encryption through GPG encryption protocol and receive MT103/102/202 and send MT940 via SWIFT)</p> <ul style="list-style-type: none"> <li>API interface with UNDP ERP system possible – 5 pts</li> <li>API Interface with UNDP ERP system not possible- 0 pts</li> </ul>	5

<b>C2</b>	<b>Accessibility</b> <ul style="list-style-type: none"> <li>Type of access: Web based access – 3 pts or desktop application – 2 pts</li> <li>Ongoing security administration for access: 1 (one) security requirement – 1 pts or more than 1 (one) security requirements to gain access – 2 pts</li> </ul>	5
<b>C3</b>	<b>Security</b> <ul style="list-style-type: none"> <li>100% automated interface – 2.5 pts</li> <li>Interface with manual intervention necessary – 0.5 pts</li> <li>Control mechanism to minimize the risk for manual intervention in place – 1 pts</li> <li>Audit for unauthorized use feature in place – 0.5 pts</li> <li>System upgrade plan to improve security and controls in place – 1 pts</li> </ul>	5
<b>C4</b>	<b>Information Reporting (type of reporting - SWIFT MT940, bank web-based online system, bank system installed on the client's site, or PDF received by mail and frequency of the reporting)</b> <ul style="list-style-type: none"> <li>Any type of reporting listed above – 2.5 pts</li> <li>Daily reporting – 2.5 pts</li> </ul>	5
<b>D</b>	<b>CUSTOMER SERVICE</b>	<b>10</b>
<b>D1</b>	Customer Service (dedicated service representative and relationship manager, timeliness and accuracy in response to inquiry and resolving problems including problems at the corresponding banks, frequency of customer visits to understand customer needs) <ul style="list-style-type: none"> <li>3 (three) dedicated service representatives/ relationship managers proposed – 3 pts</li> <li>More than 3 (three) dedicated service representatives/ relationship managers proposed – 4 pts</li> <li>Response in up to 4 (four) hours to resolve problems satisfactorily - 2 pts</li> <li>Response in 1 (one) day to resolve problems satisfactorily – 0.5 pts</li> <li>More than 3 (three) customer visits per month – 2 pts</li> <li>Less than 3 (three) customer visits per month – 0.5 pts</li> <li>Understand client needs/challenges and ability to match suitable products/solutions – up to 2 pts</li> </ul>	10
<b>E</b>	<b>RISK MANAGEMENT</b>	<b>5</b>
<b>E1</b>	Business Contingency Planning and Disaster Recovery <ul style="list-style-type: none"> <li>Business Contingency Plan: Yes – 2 pts, No – 0 pts</li> <li>Disaster Recovery Plan: Yes – 1.5 pts, No – 0 pts</li> <li>Measures that ensure uninterrupted banking service to UNDP: Yes – 1.5 pts, No – 0 pts</li> </ul>	5
<b>F</b>	<b>OTHER SERVICES: MANAGEMENT OF CASH AND LIQUIDITY ISSUES</b>	<b>15</b>
<b>F1</b>	Methodology to ensure sufficient cash and liquidity available to run the business of UNDP and participating UN agencies <ul style="list-style-type: none"> <li>Presented with sufficient details to understand the process – 4 pts</li> <li>Brief methodology that doesn't include many details, posing impediments in proper understanding – 1 pts</li> </ul>	4



<b>F2</b>	Bank approach to ease access to cash for UNDP and participating UN agencies, their vendors/suppliers and staff <ul style="list-style-type: none"> <li>▪ <i>Presented with sufficient details to understand the process – 4 pts</i></li> <li>▪ <i>Briefly presented approach that doesn't include many details, posing impediments in proper understanding – 1 pts</i></li> </ul>	4
<b>F3</b>	Methodology describing how the bank will handle UNDP and participating UN agencies payments (USD and MDL) made in favour of vendors/suppliers and staff who have bank accounts with other local banks <ul style="list-style-type: none"> <li>▪ <i>Presented with sufficient details to understand the process – 2 pts</i></li> <li>▪ <i>Brief methodology that doesn't include many details, posing impediments in proper understanding – 1 pts</i></li> </ul>	2
<b>F4</b>	ATMs coverage and accessibility <ul style="list-style-type: none"> <li>▪ <i>More than 150 ATMs – 3 pts</i></li> <li>▪ <i>Between 100 and 150 ATMs – 2 pts</i></li> <li>▪ <i>Less than 100 ATMs – 1 pts</i></li> </ul> ATM withdrawal for international cards such as Visa and Mastercard for UNDP and participating UN agencies staff: <i>Yes – 2 pts, No – 0 pts</i>	5
<b>TOTAL</b>		<b>100</b>

#### **Evaluation and Comparison of Proposals**

- 1 A three-stage procedure is utilized in evaluating the proposals. The evaluations of the Technical Proposals are completed prior to the opening, evaluation and comparison of the Financial Proposals; and the evaluations of the Financial Proposals are completed prior to the opening, evaluation and comparison of the Personal Banking Service Proposals.
- 2 In the first stage, the Technical Proposals are evaluated on the basis of their responsiveness to the RFP. Evaluation is conducted in accordance with the criteria set out in the section "*Technical Evaluation Criteria*".
- 3 In the second stage, the only Financial Proposals considered are those of the Banks whose Technical Proposals have been equal or have exceeded the minimum score of 70% of the obtainable score of 100 points (i.e., shortlisted banks). The Financial Proposals of those Banks are opened, evaluated and compared. The successful Proposer will be that of the Bank that has achieved the highest technical score combined with the lowest financial terms on a weighted basis (70% technical and 30% financial).  
  
If the Evaluation Panel should agree that the Technical and Financial Proposals from two or more banks are equal both technically and financially, the deciding factor will then be their Personal Banking Services Proposals.
- 4 In the third stage, if necessary, the shortlisted banks in the second stage Personal Banking Services Proposals are opened and evaluated.

## SECTION 5. TERMS OF REFERENCE

### PROVISION OF BANKING SERVICES FOR UN AGENCIES IN REPUBLIC OF MOLDOVA

#### 1.0 **Overview**

- 1.1 UNDP is the United Nations' (UN) global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. UNDP is on the ground in 166 countries, working with them on their own solutions to global and national development challenges. As they develop [local capacity](#), they draw on the people of UNDP and their wide range of partners. More information about UNDP is available at the website <http://www.undp.org>.
- 1.2 UNDP is a semi-autonomous organization reporting to the UN General Assembly and the UN Economic and Social Council. The Convention on the Privileges and Immunities of the United Nations dated 13 February 1946 is the key legal document that sets out the UN's legal capacity, privileges and immunities necessary for the fulfillment of its purposes; and describes the status that its officials have been provided for the exercise of their functions. This Convention provides the precise confines of the UN's juridical personality.

#### 2.0 **Participating UN Agencies**

The following UN Agencies in Chisinau/Republic of Moldova require the banking services stipulated in this RFP:

- United Nations Development Programme (UNDP)
- United Nations Population Fund (UNFPA)
- United Nations Entity for Gender Equality and the Empowerment of Women (UN WOMEN)
- United Nations Children's Fund (UNICEF)
- Food and Agriculture Organization (FAO)
- International Labour Organization (ILO)
- Office of the High Commissioner for Human Rights (OHCHR)
- United Nations Office on Drugs and Crime (UNODC)
- World Food Programme (WFP)
- World Health Organization (WHO)
- United Nations Resident Coordinator Office (UNRCO)
- United Nations Office for Project Services (UNOPS)

#### 3.0 **Operational Requirements**

At the minimum, the UNDP requires that:

- 3.1 the selected bank provides financial services that follow good business practices; meets accepted international industry standards and practices; complies with the standards established by industry regulatory bodies, professional associations or the individual financial services provider; and conforms to international and national laws and regulations.
- 3.2 the selected bank is a member of SWIFT.
- 3.3 the selected bank has capability to process domestic and international payments and deposits, and cash distribution in bank branches; offers online and mobile banking services, with API connectivity.
- 3.4 payees receive, without service fee deduction, the full amount of the payments made by wire transfer; by cheque; or by cash.

- 3.5 for services where fees are charged, those are invoiced in a clearly and easily identifiable manner, preferably on a monthly basis.
- 3.6 the point of contact for customer service is a single dedicated person.
- 3.7 the selected bank maintains physical, electronic and procedural safeguards to protect Customer Information; ensures employees authorized to access Customer Information are appropriate and are permitted to do so for business purposes only; binds its employees by a code of ethics that requires confidential treatment of Customer Information; and subject its employees to disciplinary action if they fail to follow the prescribed code.

#### 4.0 **Key Attributes of the Banking Services and Structure Required by UNDP and UN Agencies**

The key attributes of the banking structure of the UNDP and Participating UN Agencies in Republic of Moldova are as follows:

##### **UNDP, UN WOMEN, UNFPA, FAO, ILO, OHCHR, UNODC, WHO, UNRCO**

<i>Item</i>	<i>Data</i>
<b>Bank Accounts:</b>	
Number of Accounts	Two (USD and MDL)
Types of Accounts	Current/checking accounts
Purpose Accounts	To receive funding from HQs and make payments to Government counterparties, various vendors/contractors, and personnel
Entity of the accounts belong to	United Nations Development Programme HQ
<b>Payment Types:</b>	
Domestic payments (monthly volume)	MDL 75,000,000.00
Cross-border payments (monthly volume)	Rare. Local transfers mostly
Cheques (monthly volume)	Rare
Cash distribution (monthly volume)	MDL 60,000.00
Payroll (monthly volume)	MDL 8,000,000.00
<b>Related Data:</b>	
Average No. of Monthly Transactions	690 transactions
Peak Volume Periods in the Month	1 <sup>st</sup> and last weeks
Peak Volume Periods in the Year	January, April, June, September-December
Countries to which payments are generally made	Local transfers mostly

Currencies in which payments are made	MDL and USD
Systems from which payments are originated. <i>e.g., enterprise resource planning; treasury workstation; PC system</i>	Enterprise Resource Planning (ERP)/Oracle; Quantum/Cloud
Average amount of USD converted each month into national currency	USD 4,100,000.00
Number of UNDP Staff	121
Number of UN WOMEN Staff	45-50
Number of UNFPA Staff	90
Number of FAO Staff	31
Number of ILO Staff	9
Number of OHCHR Staff	24
Number of UNODC Staff	10
Number of WHO Staff	15
Number of UNRCO Staff	12

#### UNICEF

<i>Item</i>	<i>Data</i>
<b>Bank Accounts:</b>	
Number of Accounts	Two (USD and MDL)
Types of Accounts	Current/checking accounts
Purpose Accounts	To receive funding from HQs and make payments to Implementing Partners, Govt counterparts, various vendors/contractors, and personnel
Entity of the accounts belong to	United Nations Children's Fund (UNICEF)
<b>Payment Types:</b>	
Domestic payments (monthly volume)	MDL 30,000,000
Cross-border payments (monthly volume)	N/A
Cheques (monthly volume)	Rare
Cash distribution (monthly volume)	MDL 10,000
Payroll (monthly volume)	MDL 2,200,000

<b>Related Data:</b>	
Average No. of Monthly Transactions	130 transactions
Peak Volume Periods in the Month	1 <sup>st</sup> and last weeks
Peak Volume Periods in the Year	November-December
Countries to which payments are generally made	Local transfers only
Currencies in which payments are made	MDL and USD
Systems from which payments are originated. <i>e.g., enterprise resource planning; treasury workstation; PC system</i>	Vision/SAP
Average amount of US\$ converted each month into national currency	USD 1,700,000
Number of Staff	60

#### WFP

<i>Item</i>	<i>Data</i>
<b>Bank Accounts:</b>	
Number of Accounts	Two (USD and MDL)
Types of Accounts	Current/checking accounts
Purpose Accounts	To receive funding from HQs and make payments to Government counterparties, various vendors/contractors, and personnel
Entity of the accounts belong to	United Nations World Food Programme
<b>Payment Types:</b>	
Domestic payments (monthly volume)	MDL 12,000,000
Cross-border payments (monthly volume)	N/A
Cheques (monthly volume)	N/A
Cash distribution (monthly volume)	Average: MDL 10,500,000 Up to MDL 43,750,000
Payroll (monthly volume)	MDL 700,000

<b>Related Data:</b>	
Average No. of Monthly Transactions	48 transactions
Peak Volume Periods in the Month	Every Friday
Peak Volume Periods in the Year	Every Single Month
Countries to which payments are generally made	Local transfers mostly
Currencies in which payments are made	MDL
Systems from which payments are originated. <i>e.g., enterprise resource planning; treasury workstation; PC system</i>	Enterprise Resource Planning (ERP)
Average amount of US\$ converted each month into national currency	Average: MDL 21,000,000 (Up to MDL 106,000,000)
Number of WFP Staff	31

#### UNOPS

<i>Item</i>	<i>Data</i>
<b>Bank Accounts:</b>	
Number of Accounts	Two (EUR and MDL)
Types of Accounts	Current/checking accounts
Purpose Accounts	To receive funding from HQs and make payments to Government counterparties, various vendors/contractors, and personnel
Entity of the accounts belong to	UNOPS
<b>Payment Types:</b>	
Domestic payments (monthly volume)	
Cross-border payments (monthly volume)	N/A
Cheques (monthly volume)	N/A
Cash distribution (monthly volume)	N/A
Payroll (monthly volume)	MDL 600,000
<b>Related Data:</b>	
Average No. of Monthly Transactions	

Peak Volume Periods in the Month	
Peak Volume Periods in the Year	
Countries to which payments are generally made	
Currencies in which payments are made	MDL
Systems from which payments are originated. <i>e.g., enterprise resource planning; treasury workstation; PC system</i>	SWIFT integrated  MT940 for Statements  MT101/103 for payments
Average amount of US\$ converted each month into national currency	33,000
Number of UNOPS Staff	10

#### 5.0 **Recommended Presentation of Proposal**

The Proposal shall contain the following forms, that can be found in Section 7: Proposal Forms of this document:

- a) **Form C: Technical Proposal Submission**
- b) **Form D: Proposer Information**
- c) **Form E: Joint Venture/Consortium/Association Information**
- d) **Form F: Eligibility and Qualification**
- e) **Form G: Format for Technical Proposal** *[This should include all relevant information and documentation listed in the Data Sheet, and all other documents necessary to demonstrate that the Bank meets all requirements stipulated in this RFP and the criteria for proposal evaluation]*
- f) **Form H: Format for CV of Proposed Key Personnel**
- g) **Form I: Statement of Exclusivity and Availability**
- h) **Form J: Financial Proposal Submission** *[Form J is part of the Financial Proposal and shall be submitted directly in the system only in the "Commercial section" of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*
- i) **Form K: Format for Financial Proposal** *[Form K is part of the Financial Proposal and shall be submitted directly in the system only in the "Commercial section" of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*
- j) **Form L: Personal Banking Services Form** *[Form L is part of the Financial Proposal and shall be submitted directly in the system only in the "Commercial section" of the requirements. Form L must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for the Personal Banking Proposal file shall be requested if necessary after completion of financial evaluation based in Form J and Form K. Please, ensure that no other documents are disclosing your personal banking services proposal apart from Form L. Non-compliance with this instruction may result in rejection of the proposal received.]*
- k) **Form M: Model Contract for Banking Services**

## 6.0 **Technical Proposal**

6.1 The Bank shall structure the Technical Proposal of its Proposal to include the following:

- a) Information about the Bank's corporate identity and background, including information about its financial ratings, if rated by independent third-party rating agencies (e.g., Standard & Poor's, Moody's, Fitch Ratings);
- b) Descriptions in brief that demonstrate the Bank's services meet the requirements set out in this RFP; that demonstrate the Bank's responsiveness to the specifications by identifying the precise components proposed; that address the requirements point by point; that state comprehensively the essential performance characteristics; and that explain how the proposed services offered meet or exceed the specifications;
- c) Describe the organizational unit(s) that will become responsible for the contract;
- d) Explain briefly the Bank's experience in providing similar services;
- e) Identify the focal person(s) or Account Manager(s) who will represent the Bank in any future dealing with UNDP/UN Agencies.

6.2 The Bank shall ensure the following:

- a) The Technical Proposal does not contain any pricing information on the services offered unless specifically requested. *[Pricing information shall be separated and only contained in the Financial Proposal]*
- b) The numbering system in its Proposal corresponds with the numbering system used in the Technical Data Form;
- c) All references to relevant and descriptive materials and documents are included in the appropriate response paragraph;
- d) The actual materials and documents are provided as attachments to the Proposal; and
- e) The information that the Bank considers proprietary is clearly marked "proprietary" next to the relevant part of the text.

## 7.0 **Financial Proposal**

The Bank shall indicate in its Financial Proposal the prices of the banking services it proposes to supply under the contract. All prices shall be quoted in the national currency or as may be specified in the **Data Sheet**.

## 8.0 **Personal Banking Services Proposal**

- 8.1 Banks should be mindful that, if it should enter into a contract with the UNDP and other UN Agencies separately and individually, it will benefit not only from servicing the UNDP and participating UN agencies but also from the large number of personal accounts that their staff may open and from the related business that will be generated.
- 8.2 The Bank shall structure the Personal Banking Services Proposal to include the services that it will provide to staff members of the UNDP and participating UN agencies and the prices it will charge for those services.
- 8.3 The segment on the personal banking services will not be reviewed and evaluated until after the Technical and Financial Proposals have been evaluated and only if the Evaluation Panel determines that the Technical and Financial Proposals of the top two winning banks are equal.



## SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

**6.1** 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>

### **6.2 Special Conditions of Contract**

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC:

**N/A**

## SECTION 7: PROPOSAL FORMS

- **Form A: Proposal Confirmation**
- **Form B: Checklist**
- **Form C: Technical Proposal Submission**
- **Form D: Proposer Information**
- **Form E: Joint Venture/Consortium/Association Information**
- **Form F: Eligibility and Qualification**
- **Form G: Format for Technical Proposal**
- **Form H: Format for CV of Proposed Key Personnel**
- **Form I: Statement of Exclusivity and Availability**
- **Form J: Financial Proposal Submission** *[Form J is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*
- **Form K: Format for Financial Proposal** *[Form K is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*
- **Form L: Personal Banking Services Form** *[Form L is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Form L must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for the Personal Banking Proposal file shall be requested if necessary after completion of financial evaluation based in Form J and Form K. Please, ensure that no other documents are disclosing your personal banking services proposal apart from Form L. Non-compliance with this instruction may result in rejection of the proposal received.]*
- **Form M: Model Contract for Banking Services**

## FORM A: PROPOSAL CONFIRMATION

Please acknowledge receipt of this RFP by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Insert name of contact person Email: Insert contact person's email - do not enter secure proposal email address

From: Insert name of proposer

Subject RFP reference Click or tap here to enter text.

Check the appropriate box	Description
<input type="checkbox"/>	<b>YES</b> , we intend to submit a proposal.
<input type="checkbox"/>	<b>NO</b> , we are unable to submit a competitive proposal for the requested services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive proposal for the requested services at the moment
<input type="checkbox"/>	The requested services are not available at the moment
<input type="checkbox"/>	We cannot meet the requested terms of reference
<input type="checkbox"/>	The information provided for proposal purposes is insufficient
<input type="checkbox"/>	Your RFP is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a proposal
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your requirement is too small
<input type="checkbox"/>	Our capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	The person handling proposals is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: Click or tap here to enter text.	
<input type="checkbox"/>	We would like to receive future RFPs for this type of services
<input type="checkbox"/>	We don't want to receive RFPs for this type of services

Questions to the Supplier concerning the reasons for no proposal should be addressed to Click or tap here to enter text. phone Click or tap here to enter number., email Click or tap here to enter text..

## FORM B: CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the returnable Proposal Forms in accordance with the instructions and return them as part of your Proposal submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the instructions in Section 2: Instructions to Proposers and Section 3: Data Sheet.

### Technical Proposal:

<b>Have you duly completed all the Returnable Proposal Forms?</b>	
▪ Form C: Technical Proposal Submission	<input type="checkbox"/>
▪ Form D: Proposer information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Proposal	<input type="checkbox"/>
▪ Form H: CVs of proposed key personnel	<input type="checkbox"/>
▪ Form I: Statements of exclusivity and availability for key personnel	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
<b>Have you provided the required documents in support of Form D: Proposer Information?</b>	<input type="checkbox"/>

### Financial Proposal:

▪ Form J: Financial Proposal Submission	<input type="checkbox"/>
▪ Form K: Financial Proposal	<input type="checkbox"/>
▪ Form L: Personal Banking Services Form	<input type="checkbox"/>

*Forms J and K, representing the Financial Proposal shall be submitted directly in the system only in the "Commercial section" of the RFP requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.*

*Form L is part of the Financial Proposal and shall be submitted directly in the system only in the "Commercial section" of the requirements. Form L must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for the Personal Banking Proposal file shall be requested if necessary after completion of financial evaluation based in Form J and Form K. Please, ensure that no other documents are disclosing your personal banking services proposal apart from Form L. Non-compliance with this instruction may result in rejection of the proposal received.*

# FORM C: TECHNICAL PROPOSAL SUBMISSION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the services required for Click or tap here to enter text.in accordance with your Request for Proposals No. Click or tap here to enter text.. We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal uploaded separately under the commercial section in the system as instructed.

**Proposer Declaration:** on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Requirements and Terms and Conditions:</b> I/We have read and fully understand the RFP, including the RFP Information and Data Sheet, Terms of Reference, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the proposer agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the proposer has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Ethics:</b> In submitting this proposal I/we warrant that the proposer: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the RFP; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a> and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Conflict of interest:</b> I/We warrant that the proposer has no actual, potential or perceived conflict of Interest in submitting this proposal, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the RFP process the proposer will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Prohibitions and Sanctions:</b> I/We hereby declare that our firm, ultimate beneficial owners, affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
<input type="checkbox"/>	<input type="checkbox"/>	I/We do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
<input type="checkbox"/>	<input type="checkbox"/>	<b>Bankruptcy:</b> I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Proposal Validity Period:</b> I/We confirm that this Proposal, including the price, remains open for acceptance for the proposal validity period.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any proposal you receive.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.



Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the Proposer]*

# FORM D: PROPOSER INFORMATION

<b>RFP Reference</b>	Click or tap here to enter text.
<b>Legal name of Proposer</b>	Click or tap here to enter text.
<b>Legal Address, City, Country</b>	Click or tap here to enter text.
<b>Website</b>	Click or tap here to enter text.
<b>Year of registration</b>	Click or tap here to enter text.
<b>Proposer's Authorized Representative information</b>	Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.
<b>Legal structure</b>	Choose an item.
<b>No. of full-time employees</b>	Click or tap here to enter number.
<b>No. of staff involved in similar contracts</b>	Click or tap here to enter number.
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
<b>Years of supplying to UN organisations</b>	Click or tap here to enter text.
<b>Are you a Click or tap here to enter text.vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert Vendor Number
<b>Countries of operation</b>	Click or tap here to enter text.
<b>Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the proposal)</b>	Click or tap here to enter text.
<b>Commercial Representatives in the country: Name/Address/Phone (for international companies only)</b>	Click or tap here to enter text.
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	Click or tap here to enter text.
<b>Does your Company have a corporate environmental policy or environmental management system/accreditation such as ISO 14001 or ISO 14064 or equivalent? (If yes, provide a Copy of the valid Certificate):</b>	<p>Tick all that apply and <b>provide supporting documentation:</b></p> <p><input type="checkbox"/> Corporate Environmental Policy</p> <p><input type="checkbox"/> ISO 14001</p> <p><input type="checkbox"/> ISO 14064</p> <p><input type="checkbox"/> Other, specify Click or tap here to enter text.</p>
<b>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have</b>	Attach a formal statement that outlines your organisation's commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:

<p><b>been identified in the UN Sustainable Procurement Framework?</b></p> <ul style="list-style-type: none"> <li>• <b>Environmental:</b> prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.</li> <li>• <b>Social:</b> human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.</li> <li>• <b>Economic:</b> whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.</li> </ul>	<p>Tick all that are attached:</p> <p><input type="checkbox"/> Formal statement</p> <p><input type="checkbox"/> Sustainability report</p> <p><input type="checkbox"/> UN Global Compact Communication on Progress</p> <p><input type="checkbox"/> Other, specify <a href="#">Click or tap here to enter text.</a></p>
<p><b>Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?</b></p> <p><i>(If yes, please provide details and documentation)</i></p>	<p><a href="#">Click or tap here to enter text.</a></p>
<p><b>Is your company a member of the UN Global Compact?</b></p>	<p>Choose an item.</p> <p>If yes, please provide link to Global Compact profile:</p> <p><a href="#">Click or tap here to enter text.</a></p>
<p><b>Bank Information</b></p>	<p>Bank Name: <a href="#">Click or tap here to enter text.</a></p> <p>Bank Address: <a href="#">Click or tap here to enter text.</a></p> <p>IBAN: <a href="#">Click or tap here to enter text.</a></p> <p>SWIFT/BIC: <a href="#">Click or tap here to enter text.</a></p> <p>Account Currency: <a href="#">Click or tap here to enter text.</a></p> <p>Bank Account Number: <a href="#">Click or tap here to enter text.</a></p>
<p><b>Contact person that <a href="#">Click or tap here to enter text.</a> may contact for requests for clarifications during Proposal evaluation</b></p>	<p>Name and Title: <a href="#">Click or tap here to enter text.</a></p> <p>Telephone numbers: <a href="#">Click or tap here to enter text.</a></p> <p>Email: <a href="#">Click or tap here to enter text.</a></p>



# FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	Click or tap here to enter text.
--	----------------------------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM F: ELIGIBILITY AND QUALIFICATION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

***If JV/Consortium/Association, to be completed by each partner.***

### History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

### Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 5 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

### Previous Relevant Experience

Please list only previous similar assignments successfully completed in the **last 10 (ten) years**.

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

Proposers may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

#### Financial Standing

<b>Annual Turnover for the last 3 years</b>	<b>Year 2023</b>	Currency: USD	Amount
	<b>Year 2022</b>	Currency: USD	Amount
	<b>Year 2021</b>	Currency: USD	Amount
<b>Latest Credit Rating (if any), indicate the source and date.</b>			

<b>Financial information</b> (state currency)	<b>Historic information for the last 3 years</b>		
	<b>2021</b>	<b>2022</b>	<b>2023</b>
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## FORM G: FORMAT FOR TECHNICAL PROPOSAL

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

The proposer's proposal must be organised to follow the format of this Technical Proposal Form. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

### Section 1: Proposer's qualification, capacity and expertise

**1.1** Brief description of the organisation, including the year and country of incorporation, and types of activities undertaken.

**1.2** General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

**1.3** Relevance of specialised knowledge and experience on similar engagements done in the region/country.

**1.4** Quality assurance procedures and risk mitigation measures.

**1.5** Organization's commitment to sustainability.

### Section 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

**2.1** A detailed description of the approach, conceptual framework and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organised, controlled and delivered.

**2.2** A detailed description of the Bidder's internal technical and quality assurance mechanisms and risks identified, if any.

**2.3** A detailed description of the bank services and industry standing.

**2.4** Any other comments or information regarding the project approach and methodology that will be adopted.

*[Proposers are expected to insert their full response in the box provided next to each topic.*

*Attachments should be numbered and listed in the relevant box]*

No.	Criteria	Comments <i>[Please detail your response and include relevant attachments to support your response]</i>
<b>A. BANK BACKGROUND</b>		
<b>Safety and Soundness</b>		
A1	Provide the most recent audited financial statements. Provide details of the parent, major shareholders and their legal relationship to the bank. Provide financial data and ratios for the past 3 (three) consecutive years: <ul style="list-style-type: none"> <li>• Total Assets</li> <li>• Total Liabilities</li> <li>• Bank Liquidity Ratio</li> <li>• Capital Adequacy</li> <li>• Capital Deposit Ratio</li> </ul>	
<b>Geographical Coverage &amp; Presence</b>		
A2	Describe your coverage and presence in this country. Include information about: <ul style="list-style-type: none"> <li>• How long you have been operating</li> <li>• Number of branches, locations and capacities of these branches</li> <li>• Describe payment service capability in locations where you don't have branches</li> <li>• Describe your correspondent bank alliance within the country</li> <li>• Provide information on market share of bank total assets versus bank market total assets based on the average data for past 3 (three) years</li> </ul>	
<b>B. BANK SERVICES</b>		
<b>TRANSACTIONAL SERVICES</b>		
B1	Explain how you handle beneficiary charges. Does the beneficiary receive the full amount of the payment? How do you handle fees charged by corresponding banks?	
B2	<ul style="list-style-type: none"> <li>• State the processing time for in-country wire transfers and out-of-country wire transfers</li> <li>• State the daily cutoff time for receiving client wire transfer authorization either by written memo or by electronic means</li> <li>• Describe security verification procedure for manual payment instructions (written memo)</li> </ul>	
B3	Provide the funds availability schedule for (specify currency as appropriate): <ul style="list-style-type: none"> <li>• In-country wire transfer deposit (credit)</li> <li>• International wire transfer deposit (credit)</li> </ul>	

B4	Describe your solutions or product offering for handling small amount non-recurring payments to beneficiaries who do not have bank accounts	
<b>FOREIGN EXCHANGE</b>		
B5	Provide the list the currencies in which foreign exchange services are offered.	
B6	Describe the methodology used to establish the exchange rates used for quotes on purchase or sale of currencies.	
B7	State whether you provide same day credit in local currency for the sale and conversion of a USD or EURO check to local currency. If same day credit is not given, what is the normal settlement period for Foreign Exchange transactions done by sale of an USD or EURO check?	
B8	State the normal settlement period for a Foreign Exchange transaction via Electronic Funds Transfer requiring the sale of USD or EURO by the UN for local currency.	
B9	Give the normal cut-off times for foreign exchange transactions.	
<b>C. ELECTRONIC BANKING, SECURITY &amp; CONTROL, AND INFORMATION REPORTING</b>		
C1	Describe the features and capabilities of the <b>electronic banking system</b> you propose for this RFP. Discuss whether the electronic banking system can interface with the client's ERP system, specifically the capability to process: <ul style="list-style-type: none"> <li>process file format ISO 20022 pain XML ver3 or any other industry standard file format</li> <li>support file encryption through GPG encryption protocol,</li> <li>receive MT103/102/202 and send MT940 via SWIFT</li> </ul>	
C2	Describe the methods by which the client can <b>access the electronic banking system</b> . State whether: <ul style="list-style-type: none"> <li>Type of access: Web based access or desktop application</li> <li>Capacity to establish connectivity through protocol or SWIFT FileAct service</li> <li>Capacity to process file bulk upload on online bank platform</li> <li>Ongoing security administration for access</li> <li>How the implementation of either above access is carried out</li> </ul>	
C3	<b>Security &amp; Control for Electronic Banking and Interface</b> <ul style="list-style-type: none"> <li>Is the interface 100% automated?</li> <li>If not, describe the % of manual intervention</li> <li>Describe the control mechanism to minimize the risk for manual intervention</li> <li>Describe security features including user password administration and audit for unauthorized use</li> </ul>	

	<ul style="list-style-type: none"> <li>• System upgrade plan to improve security and controls</li> </ul>	
C4	<p>Describe the <b>information reporting capabilities</b>:</p> <ul style="list-style-type: none"> <li>• Frequency of the reporting</li> <li>• Type and detail level of the reporting (daily, weekly or monthly). Provide the sample report(s)</li> <li>• Method of reporting (SWIFT MT940, web based online banking system, fax, PDF via email)</li> </ul>	
<b>D. CUSTOMER SERVICE</b>		
<b>Customer Service</b>		
D1	<p>Describe your approach to managing the relationship with the UNDP and participating UN agencies:</p> <ul style="list-style-type: none"> <li>• Provide dedicated service representative and relationship manager</li> <li>• Commitment to respond to inquiry timely and resolve problems satisfactorily including problems at the corresponding banks</li> <li>• Frequency of client visits</li> <li>• Understand client needs/challenges and ability to match suitable products/solutions</li> </ul>	
<b>E. RISK MANAGEMENT</b>		
<b>Business Contingency Planning and Disaster Recovery</b>		
E1	<p>Describe your risk management practice including:</p> <ul style="list-style-type: none"> <li>• Business contingency planning</li> <li>• Disaster recovery system and alternate operating location</li> <li>• Measures that ensure uninterrupted banking service to UNDP</li> </ul>	
<b>F. OTHER SERVICES: MANAGEMENT OF CASH AND LIQUIDITY ISSUES</b>		
F1 – F3	<p>Describe your approach to managing cash and liquidity issues:</p> <ul style="list-style-type: none"> <li>• How will the bank ensure sufficient cash and liquidity available to run the business of UNDP and participating UN agencies?</li> <li>• How will the bank ensure the ease of access to cash for UNDP and participating UN agencies vendors, supplier and staff?</li> <li>• How will the bank handle UNDP and participating UN agencies payments (USD and YER) made in favor of vendors, supplies and staff who have bank accounts with other local banks?</li> </ul>	
F4	<p>Describe the below:</p> <ul style="list-style-type: none"> <li>• ATMs coverage and accessibility (indicate numbers and present list).</li> </ul>	

	<ul style="list-style-type: none"> <li>Please state possibility of ATM withdrawal for international cards such as Visa and Mastercard for UNDP and participating UN agencies staff.</li> </ul>	
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### Section 3: Management Structure and Key Personnel

**3.1** Describe the overall management approach toward planning and implementing the project. Include details of key personnel including their name and nationality, the Position they will assume and their role as per the ToR. Include an organisation chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

**3.2** For each of the key personnel provide: the CV using the format in **Form H** and the statement of exclusivity and availability using the format in Form I. *Please provide copies of Certifications/Awards for the Key Personnel to be involved in the project.*



# FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

<b>Position (as per ToR)</b>			
<b>Personnel Information</b>	Name:		
	Nationality:	Date of birth:	
	Language Proficiency:		
<b>Present Employment</b>	Name of employer:	Contact: (manager or HR)	
	Address of employer:		
	Telephone:	Email:	
	Job title:	Years with present employer:	
<b>Education / Qualifications</b>	<i>Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.</i>		
<b>Professional Certifications</b>	<i>Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.</i>		
<b>References:</b>	<i>Provide names, addresses, phone and email contact information for two (2) references.</i>		

Summarise professional experience over the last 20 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

I, the undersigned, certify that, to the best of my knowledge and belief, this CV is accurate.

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

# FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

I, the undersigned, hereby declare that I agree to participate exclusively with the Proposer [Click or tap here to enter text.](#) in the above referenced RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

From	To
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other proposer submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other UNDP's solicitation procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other [Click or tap here to enter text.](#) solicitation procedures and contracts and that the notification of award of contract to the Proposer may be rendered null and void.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## FORM J: FINANCIAL PROPOSAL SUBMISSION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

We, the undersigned, offer to provide the services indicated in our proposal and in accordance with your Request for Proposal. We are hereby submitting our Financial Proposal in the amount indicated herewith.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

We understand that you are not bound to accept any Proposal that you receive.

**Our attached Financial Proposal is for the sum of *[Insert amount in words and figures]*.** Please make sure the total matches with the total indicated in the deliverables section of the system (lines) and with the total deriving from the cost breakdown (form K).

## FORM K: FORMAT FOR FINANCIAL PROPOSAL

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. **The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer.** The Financial Proposal should align with the requirements of the Terms of Reference and the proposer's Technical Proposal.

The Proposer is required to provide a comprehensive price list in the national currency for all products or services proposed. Categorize each price as one time, monthly, quarterly, annual charge or transaction-based charges. In addition:

- Specify the pricing guaranty period
- Describe the procedures for informing UNDP of price changes and the how advance of time the change is communicated to UNDP
- Describe which charges are subject to volume discounts and state the minimum volumes
- Describe procedures for fee billing payment options/methods
- State whether there are any taxes due on the fees
- Describe procedures for currency lifting charges if applicable

**Currency of proposal: Moldovan Leu / MDL**

No.	Description	Category/ Period Covered	Proposed Fee Amount (MDL)
1	Account Maintenance	Per Account and per Month	
2	Foreign Exchange Transactions specifically sale of US Dollars or EUROS for local currency		
3	Wire Transfers - Incoming		
	• Domestic	Per Transaction	
	• International	Per Transaction	
4	Wire Transfers - Outgoing		
	• Domestic	Per Transaction	
	• International	Per Transaction	
5	Balance and Transaction Reporting (list applicable reports and respective fees)		
	• Daily Prior-Day Report	Per Month	
	• Transaction Reports	Per Month	

6	Interest on Current Account	Rate (%)	
7	Electronic Banking	Per transaction	
8	Other Services Fees	Monthly basis	

## FORM L: PERSONAL BANKING SERVICES PROPOSAL

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

The proposer is required to prepare the Personal Banking Services Proposal file (Form L) following the below format and submit it in an **envelope separate from the Technical Proposal and Financial Proposal** as indicated in the Instruction to Proposers. **The Personal Banking Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided.** The password for the Personal Banking Proposal file shall be requested, if necessary, after completion of financial evaluation. Non-compliance with this instruction may result in rejection of the proposal received.

**Currency of proposal: Moldovan Leu / MDL**

Service	Yes/No	Details
Current (Checking) Account		
Interest on Current (Account		
Minimum Balance Requirement		
Debit Card		
ATM Card		
Deposit insurance protection		
Credit Cards		
Signature Loan <sup>2</sup>		
Auto Loan		
Home Improvement Loan		
Line of Credit <sup>3</sup>		
Education Loan		
Savings/Share Certificate Secured Loan <sup>4</sup>		
Equity Loan <sup>5</sup>		
Savings Accounts		
Share Certificates		
Club Accounts		
Money Market Accounts		
Wire Transfer Fees		

<sup>2</sup> An all-purpose, unsecured loan for qualified staff

<sup>3</sup> Automatic transfer of funds from a pre-established credit line to cover insufficient funds in the Current Account.

<sup>4</sup> A savings-secured or a share certificate-secured loan is secured against the funds deposited in the account holder's Savings Share Certificate account.

<sup>5</sup> A revolving line of credit using the account holder's home as collateral.

ATM Fees or Charges		
Per Cheque Charge		
Charge for Personalized Cheques		
Other Fees and Service Charges		

## FORM M: MODEL CONTRACT FOR BANKING SERVICES

### AGREEMENT FOR BANKING SERVICES

AGREEMENT, dated as of \_\_\_\_\_, \_\_\_\_\_ between **THE UNITED NATIONS DEVELOPMENT PROGRAMME**, a subsidiary organ of the United Nations, having its Headquarters at 1 UN Plaza, New York, New York 10017 (hereinafter "UNDP") [and \_\_\_\_\_, a \_\_\_\_\_ [banking corporation/national banking association] [revise when type of banking entity is known] having offices at \_\_\_\_\_ (the "Bank"). UNDP and the Bank are hereinafter collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS**, UNDP wishes to enter into arrangements with the Bank for the establishment of certain accounts for the deposit and maintenance of funds of UNDP (the "Accounts") and for the performance of various banking services described in this Agreement (collectively, the "Services"), such Services to be performed in conformity with this Agreement;

**WHEREAS**, the Bank is in the business of performing, and has offered to perform, such Services;

**WHEREAS**, it is absolutely essential to UNDP that the Accounts and the funds and assets therein, and all transactions, data and information relating thereto, be secure from misuse and from unauthorized access, use, tampering or intrusion and that the Services rendered in connection with such Accounts, funds, assets and transactions be reliable and secure;

**WHEREAS**, the Bank represents that it is fully qualified and ready, willing and able to perform all of the services required of it in accordance with the terms and conditions of this Agreement;

**WHEREAS**, the Accounts shall enjoy the privileges and immunities accorded to UNDP;

**NOW, THEREFORE**, UNDP and the Bank hereby mutually agree as follows:

#### PART 1: TERMS OF GENERAL APPLICATION

- 1.1 Applicability. The terms and conditions set forth in this Part 1 shall apply to and govern this Agreement in its entirety. In the event and to the extent of any conflict between the terms and conditions set forth in this Part 1 and any other provisions of this Agreement, the terms and conditions of this Part 1 shall prevail.
- 1.2 Agreement Documents. This document, including all of its Annexes, which are incorporated herein by reference, constitutes the entire Agreement (herein referred to as the "Agreement" or "this Agreement") between UNDP and the Bank for the provision of the Services. The Annexes to this Agreement are the following:

- Annex 1: Account Information Schedules
- Annex 2: Schedule of Fees
- Annex 3: Request for Proposal dated \_\_\_\_\_ (the "RFP")]
- Annex 4: Proposal dated \_\_\_\_\_ (the "Proposal")]

In case of any inconsistency among the documents constituting this Agreement, the following order of priority shall apply:

- (a) This document; and
- (b) The Annexes in the order listed above.

- 1.3 Establishment of Accounts and Provision of Services.



- 1.3.1 The Bank shall open Accounts on behalf of UNDP for the receipt of funds and for the making of payments. Accounts shall be opened by means of an Account Information Schedule substantially in the form attached as Annex 1 hereto signed by the UNDP Treasurer. Each Account Information Schedule shall set forth, among other things, the Authorized UNDP Officials who have authority with respect to certain types of transactions, as well as any information, specifications, instructions and limitations relating to each Account. The Bank shall perform with respect to each Account such Services as have been designated in the respective Account Information Schedule. Accounts may be opened or closed, and an Account Information Schedule may be amended, only by means of a written document signed by the joint signatures of two UNDP headquarters signatories.
- 1.3.2 The Accounts shall contain only funds paid therein pursuant to this Agreement and interest income earned by such funds. Such funds and income shall be regarded as specifically identified assets held by UNDP.
- 1.3.3 The Bank shall administer the Accounts and perform the Services in full conformity with the terms and conditions of this Agreement.
- 1.3.4 The Bank shall have no power or authority to pay, transfer, assign, hypothecate, negotiate, pledge or otherwise dispose of or deliver any funds or other assets from time to time held by the Bank pursuant to this Agreement, in the Accounts or otherwise, to any person or entity, whether Governmental or otherwise, except in strict accordance with the express terms and conditions of this Agreement. The Bank shall have no rights in or to the funds or assets held by it pursuant to this Agreement, whether in the Account or otherwise, except as expressly provided in this Agreement.
- 1.4 Reports and Statements of Account. The Bank shall provide such reports and statements of account with respect to balances in the Accounts as UNDP may reasonably request, including without limitation, [daily] accountings of debits and credits to, and the balance of, the Accounts. The Bank shall provide full transaction details regarding any and all debits and credits mentioned in the [daily] transaction reports.
- 1.5 Legal Status. The Bank shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Bank's personnel and subcontractors shall not be considered in any respect as being the employees or agents of UNDP.
- 1.6 Source of Instructions. Except as otherwise provided in this Agreement, the Bank shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of the Services. The Bank shall refrain from any action which is inconsistent with the terms and conditions of this Agreement, whether express or implied, or which it knows or has reason to know may adversely affect UNDP and shall fulfill its commitments with the fullest regard for the interests of UNDP.
- 1.7 Bank's Responsibility for Employees. The Bank shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable individuals who will perform effectively in the implementation of this Agreement and conform to a high standard of moral and ethical conduct.
- 1.8 Assignment. The Bank shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof or of any of the Bank's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.
- 1.9 Subcontracting. In the event the Bank requires the services of subcontractors in the fulfillment of the terms of this Agreement, the Bank shall obtain the prior written approval and clearance of UNDP for all subcontractors. The approval of UNDP of a subcontractor shall not relieve the Bank of any of its obligations under this Agreement. The terms of any subcontract shall be subject to and conform with the provisions of this Agreement.
- 1.10 Officials Not To Benefit. The Bank warrants that no official of UNDP has received or will be offered by the Bank any direct or indirect benefit arising from this Agreement or the award thereof. The Bank agrees that breach of this provision is a breach of an essential term of this Agreement.
- 1.11 Indemnification; Liability for Loss of Funds, etc.
  - 1.11.1 The Bank shall indemnify, hold and save harmless and defend, at its own expense, UNDP, its officials, agents, servants and employees, from and against, and pay or reimburse each of the foregoing for, all suits, claims, proceedings, demands and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Bank or its employees, agents, servants or subcontractors in the

performance of this Agreement. This provision shall also extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Bank, its employees, officers, agents, servants or subcontractors.

- 1.11.2 In addition to and without limiting the foregoing, the Bank shall be liable for loss of or damage to funds or other property or assets held by it in connection with the performance of this Agreement caused by actions or omissions of the Bank, its employees, agents, servants or subcontractors, including but not limited to theft, misappropriation, fraud or misfeasance.
- 1.11.3 The provisions of this Article 1.11 shall not lapse upon expiration or termination of this Agreement.

#### 1.12 Insurance.

- 1.12.1 The Bank shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement and in an adequate amount to cover loss of or damage to funds or other property or assets held by it in connection with the performance of this Agreement.
- 1.12.2 The Bank shall provide and thereafter maintain a Bankers Blanket Bond, Computer Crime and Professional Liability insurance in amounts, which are customary for institutions of the Bank's size. The Bankers Blanket Bond shall include coverage for: employee fidelity, on-premises and in-transit losses, forgery or alteration, securities loss, counterfeit currency and computer crime (including facsimile, voice- initiated transfer and electronic payment instructions). The Bank represents that the amount of its Bankers Blanket Bond is not less than \$\_\_\_\_\_ and the amount of Professional Liability insurance is not less than \$\_\_\_\_\_. The Bank shall promptly inform UNDP in writing should these amounts of coverage change substantially. Any deductibles under the foregoing bond and policies apply only to the Bank and in no way limit the liability of the Bank to UNDP under this Agreement.
- 1.12.3 The Bank shall provide and thereafter maintain all appropriate worker's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement.
- 1.12.4 The Bank shall also provide and thereafter maintain commercial general liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Agreement.
- 1.12.5 Except for the worker's compensation insurance, the insurance policies under this Article 1.12 shall: (i) name UNDP as an additional insured; (ii) include a waiver of subrogation of the Bank's rights to the insurance carrier against UNDP; and (iii) provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 1.12.6 The Bank shall provide satisfactory proof of the insurance required under this Article 1.12.

#### 1.13 Encumbrances/Liens.

- 1.13.1 The Bank shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or remain on file in any public office or on file with UNDP against any monies due or to become due for any services rendered under this Agreement, or by reason of any other claim or demand against the Bank.
- 1.13.2 Under no circumstances shall the Bank, for its own benefit or the benefit of any other person or entity, have, create or permit any lien, attachment or other encumbrance against funds or assets held by it pursuant to this Agreement, whether in the Account or otherwise.
- 1.13.3 The Bank shall, at no cost to UNDP, take all necessary steps to prevent the placement of any lien, attachment or other encumbrance on the Account or the funds therein and to obtain the immediate removal of any such lien, attachment or encumbrance that has been placed thereon. UNDP shall assist in such ways as it considers appropriate in preventing the placement or obtaining the removal of any such

lien, attachment or other encumbrance, including assistance in upholding the privileges and immunities of the Account.

- 1.14 Title to Equipment. Title to any equipment and supplies which may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Agreement or when no longer needed by the Bank for the performance of this Agreement, whichever occurs first. UNDP makes no warranty of any kind regarding the condition of such equipment and supplies, and the equipment and supplies shall be used only for the purpose of this Agreement. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Bank, subject to normal wear and tear.
- 1.15 Copyright, Patents and other Proprietary Rights. UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials prepared or collected by the Bank for UNDP pursuant to this Agreement or which are comprised of data or information (including account information) relating essentially to UNDP. At UNDP's request and at its expense, the Bank shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.
- 1.16 Use of Name, Emblem or Official Seal of UNDP. The Bank shall not advertise or otherwise make public the fact that it is a contractor with UNDP, nor shall the Bank, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP in connection with its business or otherwise.
- 1.17 Confidentiality and Nondisclosure.
  - 1.17.1 The Bank shall hold and keep in confidence all messages and other data and information received by it under this Agreement, or relating to any transaction involving the Bank or the Account or to funds or other assets held by the Bank pursuant to this Agreement, or relating to any of the Services performed by the Bank under this Agreement. Such messages, data and information will remain the property of UNDP and, upon expiration or termination of this Agreement, will upon request be returned to UNDP by the Bank. The above-mentioned messages, data and information will not be used by the Bank for any purpose other than that of rendering the Services under this Agreement, nor will such messages, data and information or any part thereof be disclosed to third parties, by the Bank, its employees, servants, agents or subcontractors.
  - 1.17.2 The Bank may not communicate at any time to any other person, entity, Government or authority external to UNDP any information known to it by reason of its association with UNDP which has not been made public except with the prior authorization of UNDP; nor shall the Bank at any time use such information to private advantage.
  - 1.17.3 The obligations set forth in this Article 1.17 shall not lapse upon expiration or termination of this Agreement.
- 1.18 Force Majeure; Other Changes in Conditions.
  - 1.18.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Bank shall give notice and full particulars in writing to UNDP of such occurrence if the Bank is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Bank shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. Notwithstanding the foregoing, the Bank shall use its best efforts to avoid, minimize, mitigate or remedy as soon as possible, the consequences of such event, occurrence or change which caused such force majeure or interfered or threatened to interfere with the Bank's performance of its obligations under this Agreement. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Bank of a reasonable extension of time in which to perform its obligations under this Agreement.

- 1.18.2 If the Bank is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, UNDP shall have the right to suspend or terminate this Agreement upon not less than seven (7) days prior written notice to the Bank.
- 1.18.3 Force majeure as used in this Agreement means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force, provided that such event renders the Bank, wholly or in part, unable to provide to its customers in general services of the nature of the Services to be provided under this Agreement.

#### 1.19 Fees.

- 1.19.1 In consideration of the complete and satisfactory performance by the Bank of the Services and other obligations under this Agreement, the Bank shall be paid the fees and charges set forth in Annex 2. The fees and charges set forth in Annex 2 are the only fees and charges payable by UNDP under this Agreement.
- 1.19.2 The Bank shall submit invoices with supporting documentation on a monthly basis for fees, charges and all other payments due to the Bank under this Agreement to UNDP {insert name and address of Country office here}. Invoices shall be paid as follows:
- (a) Payment shall be made within thirty (30) days of receipt of the invoice and supporting documentation by UNDP, unless UNDP disputes the invoice or a portion thereof. Such payments shall be made by means of an instruction by UNDP to the Bank to debit the relevant Account for the amount of the payment to be made against the invoice. With respect to disputes regarding only a portion of the invoice, UNDP shall pay the Bank the amount of the undisputed portion within thirty (30) days. If a dispute regarding an invoice or a portion thereof has been resolved in favour of the Bank, UNDP shall pay the Bank expeditiously.
  - (b) Without prejudice to UNDP's rights under paragraph (c) of this Article 1.19.2, UNDP shall notify the Bank within thirty (30) days of its receipt of an invoice if UNDP intends to dispute the invoice or any portion thereof. Such notification shall include a brief explanation of the reasons why UNDP disputes the invoice.
  - (c) Each invoice paid by UNDP shall be subject to a post payment audit by UNDP's auditors or its authorized agents. The Bank shall refund to the relevant Account any amounts shown by such audits to have been unauthorized or not in accordance with this Agreement within thirty (30) days of its receipt of a claim by UNDP to such refund, provided that UNDP shall claim such refund during the term of this Agreement or during a period of one (1) year following the expiration or prior termination of this Agreement.
  - (d) The Bank shall notify UNDP within thirty (30) days of its receipt of UNDP's claim to a refund if it intends to dispute the refund or any portion thereof. Such notification shall include a brief explanation of the reasons why the Bank disputes the refund. If the Bank disputes only a portion of such refund, it shall refund the amount of the undisputed portion within thirty (30) days. In the event that the Bank fails to make, or disputes, a refund or a portion thereof, UNDP may withhold the amount in question from further amounts payable to the Bank under this Agreement.
  - (e) In the event that the Bank disputes a refund or a portion thereof, the amount withheld pursuant to paragraph (d), above, shall be identified, segregated and held in the relevant Account pending the resolution of such dispute. If the dispute is resolved in favour of the Bank, UNDP shall pay the disputed amount from the amount identified, segregated and held in such Account by the Bank debiting such amount from the Account. If the dispute is resolved in favour of the entitlement of UNDP to the refund, and if UNDP has not withheld the disputed amount pursuant to paragraph (d) above, the Bank shall expeditiously refund such disputed amount or portion thereof to such Account.

- (f) UNDP and the Bank shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice or any dispute regarding a claim by UNDP to a refund. Should such a dispute not be resolved within thirty (30) days after written notification that UNDP intends to dispute an invoice or that the Bank intends to dispute a refund, as the case may be, such dispute will be resolved according to the terms of Article 1.22 of this Agreement ("Settlement of Disputes").

## .20 Term and Termination.

- 1.20.1 This Agreement will enter into force as of the date when both Parties have signed this Agreement (herein referred to as the "Effective Date"). This Agreement will continue in effect for a period of \_\_\_\_\_ (\_\_) [years] from the Effective Date (the "Initial Term") unless sooner terminated as provided in this Agreement. This Agreement may be renewed, at the sole option of UNDP, on the same terms and conditions hereof, for \_\_\_\_\_ (\_\_) additional periods of \_\_\_\_\_ (\_\_) [years] each, by means of a written notification of such renewal by UNDP to the Bank not later than \_\_\_\_\_ (\_\_) days prior to the expiration of the then current term.
- 1.20.2 Notwithstanding anything contained in Article 1.20.1, and without prejudice to any other right or remedy UNDP may have under this Article 1.20 or otherwise under this Agreement, this Agreement may be terminated, in whole or in part, upon the following terms:
- (a) Either Party may terminate this Agreement at any time upon written notice to the other Party in the event that the other Party fails to perform any of its material obligations hereunder or breaches any representation or warranty made herein, which failure or breach is incapable of cure or which, being capable of cure, has not been cured within [sixty (60)] days after receipt of notice thereof from the terminating Party; or
- (b) UNDP may terminate this Agreement upon not less than thirty (30) days prior written notice to the Bank, in the event of a change of control of the Bank. For the purpose of the foregoing, "change of control" means (A) a sale, transfer or other conveyance of all or substantially all of the assets of the Bank, or (B) the acquisition by any person or group of more than \_\_\_\_\_ percent [30%] of the total voting power of all voting stock then outstanding of the Bank.
- 1.20.3 UNDP may, without prejudice to any other right or remedy it may have under this Article 1.20 or otherwise under this Agreement, terminate this Agreement forthwith upon any of the events listed below upon written notice to the Bank:
- (a) In the event of any material adverse change in the Bank's financial condition,
- (b) If a trustee, conservator, committee, liquidating agent or governmental authority shall be appointed for the Bank to take possession of or any substantial part of the business or assets of the Bank or if bankruptcy or other proceedings shall be commenced for any such purpose;
- (c) If the rights, privileges and franchises of the Bank shall be declared forfeited by any governmental authority or a proceeding is commenced for such purpose, and such declaration or proceedings adversely affect or could adversely affect the performance by the Bank of the Services, or any Service, under this Agreement;
- (d) If the shareholders of the Bank affirmatively vote to place the Bank into liquidation or proceedings are commenced for such purpose;
- (e) If a government authority shall bring a suit against the Bank pursuant to a banking or other regulatory statute and said suit adversely affects, or could adversely affect, the performance by the Bank of the Services, or any Service, under this Agreement; or
- (f) If the transaction of the usual business of the Bank is suspended for any reason, or if a committee of any creditors or a liquidating agent is appointed to operate such business.
- 1.20.4 UNDP may, without prejudice to any other rights or remedy it may have under this Article 1.20 or otherwise under this Agreement, terminate this Agreement upon thirty (30) days written notice to the Bank in the event that UNDP's legislative body does not appropriate funds for the continuation of this Agreement.

- 1.20.5 In the event of any termination, no payment shall be due to the Bank except for Services performed in conformity with the express terms of this Agreement.
- 1.20.6 Upon any termination of this Agreement, (i) all Services pursuant to this Agreement shall automatically and simultaneously terminate on such date as UNDP may designate, (ii) UNDP shall return to the Bank all documentation and materials that remain the property of the Bank and were provided to UNDP by the Bank in connection with any Service; and (iii) the Bank shall deliver to UNDP, as instructed in writing by two Authorized UNDP Officials, all funds and other property held by the Bank pursuant to this Agreement.
- 1.20.7 Nothing in this Article 1.20 or elsewhere in this Agreement shall obligate UNDP to use any amount or quantity of the Services or any of them, or to guarantee a minimum usage of the Services or any of them. Subject to the conditions in this paragraph, nothing shall restrict or limit the right of UNDP to withdraw or transfer all or any part of the funds or other assets held or administered by the Bank immediately and without any prior written notice.
- 1.21 Non-Exclusivity. UNDP reserves the right at any time, including but not limited to during the term of this Agreement, to enter into any agreements or arrangements with any other entity or entities for any of the Services as necessary to carry out its mandated activities. UNDP shall incur no liability to the Bank by virtue of its entry into such agreements or arrangements.
- 1.22 Settlement of Disputes.
- 1.22.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or relating to this Agreement 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.
- 1.22.2 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, unless settled amicably under Article 1.22.1 within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, and the directions contained in this Article 1.22.2. The arbitrators shall have a working knowledge of banking practices of major banks, including the Services. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute, controversy or claim.
- 1.23 Privileges and Immunities.
- 1.23.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNDP, including its subsidiary organs, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.
- 1.23.2 The Account shall enjoy the privileges and immunities of UNDP, including full immunity from any attachment, lien or other encumbrance against such Account or any funds therein.
- 1.24 Tax Exemption.

1.24.1 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 public utility 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 exemption from such taxes, duties or charges, the Bank shall immediately consult with UNDP to determine a mutually acceptable procedure.

1.24.2 Accordingly, the Bank shall not include in its fees any amount representing such taxes, duties or charges, unless the Bank has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Bank to pay such taxes, duties or charges under protest. In that event, the Bank shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

1.25 Notices: Except as otherwise provided in this Agreement, any and all notices permitted or required hereunder shall be in writing and delivered by hand, transmitted by telecopier (facsimile) with transmittal receipt, or sent via certified or registered mail, return receipt requested, to the Parties at the addresses hereafter stated or such other addresses as the Parties may specify in writing.

If to UNDP: UNDP, One UN Plaza  
New York, New York 10017  
Attention: The Treasurer

If to the Bank: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Notices delivered by hand or by telecopier (facsimile) shall be deemed received upon receipt (in the case of telecopier transmission as evidenced by and on the date and at the time indicated in the telecopier transmittal confirmation), and those sent by certified or registered mail shall be deemed received as evidenced by and on the date indicated in the return receipt signed by the recipient.

1.26 Observance of the Law. The Bank shall comply with the laws, ordinances, rules and regulations applicable to it bearing on the performance of its obligations under the terms of this Agreement.

.27 Authority to Modify. Only the authorized representative of UNDP possesses 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 Bank. 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 Bank and the Resident Representative.

1.28 Cooperation. The Bank agrees that at any time (whether before or after either Party has given notice of termination), upon request by the [Resident Representative] of UNDP [insert country name], it will cooperate fully with UNDP in facilitating the provision of banking services relating to the subject matter of this Agreement by



another financial institution, including the transfer of any database or other information developed by the Bank relating to the Account and the Services.

- 1.29 Breakdown, Disaster Recovery. The Bank represents and warrants that it has in place, and will maintain for the entire term and duration of this Agreement, disaster recovery procedures which will be promptly implemented in the event of a partial or total failure, breakdown or impairment of the Bank's computer or other data processing, data transmission or communications systems, from any cause whatsoever. In such event, the Bank shall use its best efforts to avoid any interruption of the Services, and to limit such interruption to the shortest practicable time. The Bank shall periodically, at least annually, update and test the operability of its disaster recovery procedures and, upon request by UNDP, provide UNDP with a current written copy of such procedures and certify to UNDP that such procedures are fully operational. The Bank shall not be excused from attempting to implement its disaster recovery procedures as a result of a force majeure event. The Bank further represents and warrants that it has in place and will maintain for the entire term and duration of this Agreement suitable arrangements to safeguard against the destruction, loss or alteration of messages, data or other information or communications, including but not limited to messages, data, information and communications relating to the Account, the funds and assets therein, the Services, and transactions relating to the foregoing.
- 1.30 Liability of UNDP. UNDP shall bear no liability to the Bank under or in connection with this Agreement except as expressly provided in this Agreement.
- 1.31 Representations and Warranties by the Bank and UNDP.
  - 1.31.1 Each of the Bank and UNDP represents and warrants to the other that this Agreement (i) has been duly authorized, executed and delivered by it and (ii) constitutes a legal, valid and binding agreement of it, enforceable in accordance with its terms, subject to the privileges and immunities of UNDP.
  - 1.31.2 The Bank further represents and warrants that (i) it is fully qualified and ready, willing and able to perform all of the services required of it in accordance with the terms and conditions of this Agreement and (ii) any and all software provided hereunder or used in connection with the Services shall be able to accurately process date and time data and related information. If such software does not perform as aforesaid, the Bank shall promptly correct such non-performance at no additional cost to UNDP.
- 1.32 Child Labour.
  - 1.32.1 The Bank represents and warrants that neither it, nor any of its suppliers 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.
  - 1.32.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Bank, at no cost to UNDP.
- 1.33 Mines.
  - 1.33.1 The Bank represents and warrants that neither it nor any of its suppliers 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.
  - 1.33.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Bank, without any liability for termination charges or any other liability of any kind of UNDP.
- 1.34 Sexual Exploitation.



1.34.1 The Bank 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 Bank 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 Bank 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 Bank 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 Bank, without any liability for termination charges or any other liability of any kind.

1.34.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Bank's personnel or any other person who may be engaged by the Bank 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 Bank's personnel or such other person who may be engaged by the Bank to perform any services under the Contract.

### 1.35 Audits and Investigations.

1.35.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Bank for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the Bank shall reimburse such funds forthwith. Where the Bank fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

1.35.2 The Bank acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Bank generally. The right of UNDP to conduct an investigation and the Bank's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Bank shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Bank's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Bank's premises. The Bank shall require its agents, including, but not limited to, the Bank's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

### 1.36 Limitation on Actions.

1.36.1 Except with respect to any indemnification obligations in Article 1.11 above, or as are otherwise set forth in this Agreement, any arbitral proceedings in accordance with Article 1.22.2 above, arising out of this Agreement must be commenced within three (3) years after the cause of action has accrued.

1.36.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of a breach of warranty, when the Services are provided, except that, if a warranty extends to future provision of the Services and the discovery of the breach consequently must await the time when such Services are provided in accordance with the requirements of the Agreement, the cause of action accrues when such time for the provision of the Services actually begins.

### 1.37 Miscellaneous.

- 1.37.1 No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either Party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right.
- 1.37.2 In the event that any one of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- .37.3 This Agreement constitutes the entire agreement of the Parties with respect to the Services (except as otherwise expressly provided herein) and supersedes and replaces any previously made proposals, representations, warranties or agreements, express or implied, either oral or in writing, between the Parties.

## **PART 2: FUNDS TRANSFER SERVICES**

### **2.1 General Terms for Funds Transfers.**

- 2.1.1 **Execution of Payment Instructions.** The Bank shall execute each payment instruction received by it in the name of UNDP as sender, provided that UNDP has sufficient available funds on deposit in the relevant Account and provided that the payment instruction is issued and received in accordance with the terms of this Agreement.
- 2.1.2 **Binding Nature of Payment Instructions.** UNDP shall be bound by any payment instructions if, but only if, they were issued in its name, conformed with the requirements of this Agreement, purported to be issued by Authorized UNDP Officials, and were accepted and acted upon in good faith by the Bank in compliance with the relevant security procedures set forth in this Agreement.
- 2.1.3 **Rejection of Payment Instructions.** If the Bank rejects or fails to execute a payment instruction of UNDP, then, no later than 12:00 p.m. on the payment date, if not otherwise agreed, the Bank shall notify UNDP of its rejection of the payment instruction in the same form as the payment instruction was received (i.e. electronic or written).
- 2.1.4 **Cancellation of Payment Instructions.** A payment instruction may be cancelled by UNDP, provided that the cancellation instruction is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's execution of the payment instruction. The security procedures and other terms specified herein shall also apply to cancellations of payment instructions.
- 2.1.5 **Evidence.** Without regard to the absence of any writings and written signatures, the records of Messages, as defined below, maintained by the Parties shall be admissible in any dispute settlement proceedings and may be used as evidence of the information contained therein.] (Only to be included if electronic payment instruction are to be used.)

### **2.2 Non-Electronic Payment Instructions.** (If electronic payment instructions are contemplated, Article 2.3 should be drafted to cover such electronic payment instructions)

- 2.2.1 **Scope.** This Article 2.2 governs non-electronic payment instructions. From time to time, UNDP may deliver or transmit to the Bank's offices at \_\_\_\_\_, to the attention of [Manager], or to such other address or such other officer of the Bank as the Bank may specify by written notice to UNDP, non-electronic payment instructions in either of the following forms (each being hereinafter referred to as "Non-Electronic Payment Instructions"):

  - (a) Written payment instructions, signed by the Authorized UNDP Officials designated in the Account Information Schedule pertaining to a specific Account, in the form set forth in Annex 3 hereto or in such other form as may be mutually agreed upon in writing by the designated Authorized UNDP Official(s) and an officer of the Bank; or
  - (b) Payment instructions delivered by means of facsimile transmission signed by the Authorized UNDP Official(s) designated in the Account Information Schedule pertaining to a specific Account.

- 2.2.2 **Cut-Off Time.** If Non-Electronic Payment Instructions are received by the Bank (i) prior to [10:00 a.m. \_\_\_\_\_ Time] [fill in when we know where the Bank will be] on any day on which commercial banks and foreign exchange markets settle payments in \_\_\_\_\_ [fill in when we know where Bank will

be] (hereinafter referred to as a “Banking Day”), execution of such payment instruction shall, subject to such verification in accordance with Article 2.2.3, be made on such Banking Day, or (ii) after [10:00 a.m. \_\_\_\_\_ Time] on any Banking Day, the Bank shall, subject to such verification, use its best efforts to effect such execution as of the same Banking Day, but in any event no later than the next succeeding Banking Day.

- 2.2.3 Security Procedures. The Bank shall verify the authenticity of all Non-Electronic Payment Instructions as follows:
- (a) Upon receipt of Non-Electronic Payment Instructions, the Bank shall check all signatures and make a callback to an Authorized UNDP Official who did not sign the Non-Electronic Payment Instructions to verify the instructions given therein.
  - (b) [Discuss with Bank what its security procedures are for such instructions. The verification process appears quite specific to individual banks, e.g. whether there will be a code for each Authorized UNDP Official?]

2.3 [Reserved for electronic payment instructions]

### **PART 3: CHEQUE PROCESSING SERVICES**

- 3.1 Covered Services. The Bank shall provide cheque processing services to UNDP . . . . **[Bank to describe the services. Describe the process, stop payment mechanisms, etc. If the Bank has a standard description of cheque processing services which is acceptable to the UN, consider attaching it to the agreement as a schedule.]**

### **PART 4: DEPOSIT SERVICES**

- 4.1 Covered Services. The Bank shall provide deposit services. **[Bank to describe deposit services.]**

### **PART 5: OTHER SERVICES**

- 5.1 Covered Services. The Bank shall provide . . . . **[Describe any other services].**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates hereinafter specified.

**FOR:** \_\_\_\_\_

**FOR: UNITED NATIONS  
DEVELOPMENT PROGRAMME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***[INSERT]***

**Annex 1**

**ACCOUNT INFORMATION SCHEDULES**

***[INSERT]***

**Annex 2**

**SCHEDULE OF FEES**

***[INSERT]***

**Annex 3**

**REQUEST FOR PROPOSAL (RFP) dated \_\_\_\_\_**

***[INSERT]***

**Annex 4**

**PROPOSAL dated \_\_\_\_\_**