



Minutes of the Pre-Proposal Conference for RfP24/02835: Provision of Banking Services for UN Agencies in Republic of Moldova

as of 27 March 2024, at 11:00 AM via Zoom

<https://undp.zoom.us/j/83640534451?pwd=OXpPSTRUOWY4ejJPdkxHNkUyMEp5dz09>

Agenda:

- I. Presentation and description of procedures
- II. Questions and answers

I. **Presentation and description of procedures**

The Pre-proposal conference was opened by *Cristina Gnaciuc*, Head of Procurement and Operational Support Unit, UNDP Moldova, who welcomed the participants and introduced the members of UNDP team present at the meeting: *Elena Olaru*, Operations Manager, UNDP Moldova.

Ms. Cristina Gnaciuc invited participants to present themselves.

Further, Ms. Gnaciuc made an overall presentation of the tender's conditions and requirements, specifically focusing on Sections 3, 4 and 6 of the solicitation documents.

The **Section 3: Data Sheet** conditions were highlighted as follows:

- The bid has to be presented in **English and/or Romanian**;
- The bids must be valid for a period not shorter than **90 days**. This is the period UNDP is obliged to take a decision and inform the bidders on the tender results. Bidders were encouraged to keep patience until an e-mail informing on the tender results will be sent;
- Maximum **expected duration of LTA is**: five years with the possibility of extension for up to additional five years subject to the Supplier's satisfactory performance and competitiveness of prices.
- **Penalties for delays** in performance will be imposed as follows: Percentage of contract price per week of delay: 2.5% up to a maximum of 10% of the Contract value, after which UNDP may terminate the contract;
- Proposals and detailed cost breakdown must be submitted in **Moldovan Leu / MDL**;

- Referring to the online submission **via Quantum platform**, the Bidders were suggested to pay attention to the video guide, that is available below the announcement on UNDP Moldova tenders' page. Moreover, the announcements on all portals include attached detailed User Guides to assist Bidders with registration to the platform and submission of Bids. If following strictly the guidelines, Bidders will succeed.
- **In case Bidders encounter problems in registering and submitting a bid through Quantum platform** as recommended in the video and user guide, they were suggested to write to sc.md@undp.org and UNDP will try to help with solving the issue.
- **In case Bidders are not registered in Quantum**, they need to follow this link to register a profile:
<https://estm.fa.em2.oraclecloud.com/fscmUI/faces/PrcPosRegisterSupplier?prcBuld=300000127714247>
 They were recommended to not create a new profile if they already have one. Bidders have to use the forgotten password feature in case they do not remember the password or the username from previous registration.
- All the **clarifications** must be submitted not later than **5 days** before the tender deadline in the system using the messaging feature. Only in case of facing difficulties to register in the system and sending messages, bidders can write to the contacts indicated in the solicitation documents. In case questions will be considered relevant for other bidders, the questions, with their respective answers (without disclosing the source of questions) may be published for the use by other bidders. By this the "Fairness, integrity and transparency" procurement principle is respected – all the bidders have access to the same information.
- In case of any updates, amendments or deadline extension the information will be made public on Quantum platform and websites: <https://sc.undp.md/viewtenders2/>, <http://procurement-notice.undp.org/>, <https://www.ungm.org/Public/Notice>
- Ms Gnaciuc mentioned that submission of bids through Quantum portal is the only means of accepting bids from potential companies. Moreover, Bidders were advised to upload bid documents and to submit their offer a day prior or well before the date and time indicated under the deadline for submission of Offers. If Bidder faced any issue during submitting offers at the last minutes prior to the deadline for submission, UNDP might not be able to assist on such a short notice and would not be held liable in such instance. UNDP would not accept any offer that is not submitted directly through the System.

Referring to **Section 4. Evaluation Criteria**, it was underlined that this section reflects the **Eligibility** and **Qualification** requirements and **Technical Evaluation Criteria** to be met by the bidders. The criteria are applied on a knock-out principle.

Further, Bidders were recommended to pay attention to the main requirements towards the object of the tender outlined in **Section 5: Terms of Reference**.

Referring to **Section 7: Proposal forms**, the below were highlighted:

- Bidders were encouraged to follow the **Form H: Format for CV of Proposed Key Personnel** when presenting CV of the key personnel listed under Section 4: Evaluation

Criteria. Bidders have to ensure that the CV reflects not only incumbent's qualifications and experience, but also provides names and contact details of at least 2 reference persons. UNDP reserves the right to contact those persons into the purpose of due diligence exercise. Bidders should pay attention to the fact that CV's must be signed only by the referred persons and not bidder's director or administrator.

- The importance of filling in the **compliance table from FORM G: FORMAT FOR TECHNICAL PROPOSAL** with detailed information and supporting documents to prove compliance with technical criteria was highlighted.
- **FORM K: Format for financial proposal** must be developed in **Moldovan Leu / MDL**. 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.

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.

- Bidders were recommended to analyse **FORM M: Model Contract for Banking Services** incorporated in the solicitation document as this will template is to be concluded with the awarded Bank.

Further, Ms. Gnaciuc made an overall **presentation of the Quantum platform, the method of finding the negotiation, submission of proposals and posting messages**.

II. Questions and answers

Clarification Requests from Suppliers	Answers by UNDP
<p>Question :</p> <p>The audited Financial Report for the year 2023 is not yet available, the final submission deadline according to the legislation is 04/30/2024. What reports should be then included as supporting attachments to the proposal?</p>	<p>Answer :</p> <p>In accordance with the solicitation document, Proposers should submit the 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).</p> <p>Considering that the report for 2023 is not yet audited, Proposers shall attach the non-audited report for 2023 year, however, include prove of submission of such report to the Statistical Bureau and National Bank of Moldova for further validation.</p> <p>During evaluation process, and after 04/30/2024, UNDP may request the audited Financial Report for 2023 year.</p>
<p>Question :</p> <p>Please clarify what type of litigation is relevant for the tendered assignment and should be mentioned in Form F: Eligibility and Qualification.</p>	<p>Answer :</p> <p>The information to be provided in relation to litigations in Form F: Eligibility and Qualification shall include all litigation cases (irrespective of materiality of litigation) related to procurement contracts for provision of banking services similar to those tendered, in which the Proposer is being sued/is a defendant.</p>
<p>Question :</p> <p>The banking entities are bound by the confidentiality provisions of the signed agreements/contracts and cannot disclose the names of their Contractors or any type of commercial information from these</p>	<p>Answer :</p> <p>To complete the evaluation of submitted proposals and verify the presented information, UNDP requires the minimum information and supporting documents to prove Proposer's experience and</p>

<p>agreements/contracts. How should the Proposal be prepared in this case?</p>	<p>qualifications.</p> <p>Therefore, Proposers shall identify the Contractors (to whom the same or similar services are required by this RFP have been rendered) that agree with the disclosure of contract information (Contractor name and type of services provided) with no commercial information (if such is considered a secret) to UNDP for the current competition and shall include this information in the relevant Proposal Forms (Form F). Moreover, Proposers could use the same Contractors to obtain the required minimum 3 (three) Statements of Satisfactory Performance.</p> <p>UNDP shall reserve the right to contact the provided Contractors for verification of information included in the Banks' proposal.</p>
<p>Question :</p> <p>Which UN Agencies outlined in the solicitation document are committed to sign the Agreement for Banking Services with the selected Bank considering that each Agency needs to sign the Agreement by itself?</p> <p>How shall Proposers estimate the volume of required services?</p>	<p>Answer :</p> <p>UNDP intends to enter into one non-exclusive Long Term Agreement (LTA) with the successful proposer for the provision of an indefinite quantity of the specified services in support of UNDP's operations. Please note that the Agreement to be signed by UNDP shall cover the banking services for the following organizations: UNDP, UN WOMEN, UNFPA, FAO, ILO, OHCHR, UNODC, WHO, UNRCO.</p> <p>In the event of UNDP signing the Agreement, the successful Proposer shall accord the same terms and conditions to the other organisations within the United Nations System mentioned in the Terms of Reference (ToRs) (Section 5 of the solicitation document) such as UNICEF, WFP and UNOPS should they wish to avail of such terms, after written consent from UNDP. These Agencies committed to take part in the tender and correspondingly sign the Agreements on their own templates should the selected proposal</p>

	<p>be more advantageous than their current banking services agreement.</p> <p>The estimated volume to be purchased is shown in the attached Terms of Reference (ToRs) (Section 5 of the solicitation document). Please note that organizations such as WFP and UNOPS have just recently started working in Republic of Moldova and their banking data along with their activity shall increase in the coming years.</p> <p>To highlight, the Agreement to be signed 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>
<p>Question :</p> <p>Does this tender require submission of a Performance Security?</p>	<p>Answer :</p> <p>The current tender doesn't require submission of a Proposal and/or Performance Security.</p>
<p>Question :</p> <p>In order not to miscalculate the indicators, could you please provide us with definition/formula you rely on, for:</p> <ul style="list-style-type: none"> - Capital adequacy ratio; - Liquidity ratio; - Capital deposit ratio. 	<p>Answer :</p> <p>The indicators (Capital adequacy ratio; Liquidity ratio; and Capital deposit ratio) should be defined/calculated in accordance with the local legislation and normative acts of the National Bank of Moldova.</p>
<p>Question :</p> <p>What kind of information shall be disclosed in point 1.4 "Quality assurance procedures and risk mitigation measures" from Section 1 "Proposer's qualification, capacity and expertise" under FORM G "Format for Technical Proposal"? Should the information cover the entire Bank's framework of</p>	<p>Answer :</p> <p>The information to be presented under point 1.4 "Quality assurance procedures and risk mitigation measures" from Section 1 "Proposer's qualification, capacity and expertise" under FORM G "Format for Technical Proposal" shall include data about how the</p>

<p>risk mitigation measures or only those linked to specific transactions between the Bank and UNDP?</p>	<p>Proposer ensures the quality of its overall work and mitigates risks associated with implementation.</p> <p>The information shall refer to overall banking entity activity as supporting information towards evaluation of Proposer's qualification, capacity and expertise.</p>
<p>Question :</p> <p>What kind of information shall be disclosed in point 2.2 "A detailed description of the Bidder's internal technical and quality assurance mechanisms and risks identified, if any." from Section 2: "Proposed Methodology, Approach and Implementation Plan" under FORM G: FORMAT FOR TECHNICAL PROPOSAL?</p>	<p>Answer :</p> <p>In point 2.2 "A detailed description of the Bidder's internal technical and quality assurance mechanisms and risks identified, if any." from Section 2: "Proposed Methodology, Approach and Implementation Plan" under FORM G: FORMAT FOR TECHNICAL PROPOSAL," the Proposer is expected to provide comprehensive information regarding planned internal technical and quality assurance mechanisms and risks identified in relation to proposed banking services thus demonstrating Proposal' responsiveness to the solicitation document requirements.</p>
<p>Question :</p> <p>Please clarify if the statement "Describe your correspondent bank alliance within the country." from the compliance table under Point "Geographical Coverage&Presence / A2" in FORM G: FORMAT FOR TECHNICAL PROPOSAL refers to number of correspondent accounts in other banks in Moldova or to the network of branches within the territory of Moldova?</p>	<p>Answer :</p> <p>Please note that Point "Geographical Coverage&Presence / A2" in FORM G: FORMAT FOR TECHNICAL PROPOSAL requires below information:</p> <p>"Describe your coverage and presence in this country. Include information about:</p> <ul style="list-style-type: none"> • How long you have been operating • <u>Number of branches, locations and capacities of these branches</u> • Describe payment service capability in locations where you don't have branches • <u>Describe your correspondent bank alliance within the</u>

	<p><u>country</u></p> <ul style="list-style-type: none"> • Provide information on market share of bank total assets versus bank market total assets based on the average data for past 3 (three) years <p>The point covers both the number of branches (see subpoint 2) and the correspondent banking network (see subpoint 4) as underlined above.</p>
<p>Question :</p> <p>Please specify how to calculate the total amount indicated in FORM J: FINANCIAL PROPOSAL SUBMISSION, which must coincide with the total derived from the breakdown of costs in FORM K: FORMAT FOR FINANCIAL PROPOSAL.</p>	<p>Answer :</p> <p>Please be informed that FORM J: FINANCIAL PROPOSAL SUBMISSION, FORM K: FORMAT FOR FINANCIAL PROPOSAL and FORM L: PERSONAL BANKING SERVICES PROPOSAL have been revised to indicate how the total Proposal Amount is to be calculated by Proposers. The revised forms can be found under Amendment no. 1 to the Request for Proposal.</p>
<p>Question :</p> <p>Upon analysis of FORM M: MODEL CONTRACT FOR BANKING SERVICES, it is understood that Part 3, 4, 5 of the AGREEMENT FOR BANKING SERVICES shall be completed by the awarded Bank with specific conditions related to cheque processing services, deposits and other services. Our banking entity has already implemented General Conditions for legal entities that regulate the required services and functionalities related to them.</p> <p>Due to that fact that proposed AGREEMENT FOR BANKING SERVICES to be signed following the tender does not cover all the provisions related to the banking services that are outlined in the General Conditions for legal entities implemented by our Bank, will UNDP accept to integrate the recommended Bank's General Conditions for the provision of financial</p>	<p>Answer :</p> <p>The content of Part 3, 4, 5 of the AGREEMENT FOR BANKING SERVICES shall be negotiated with the with the selected Bank.</p>

<p>services into the Agreement to be signed? It could be specified that in case of divergence between the provisions of signed Agreement and the General Conditions of the Bank, the provisions of the Agreement shall prevail.</p>	
<p>Question :</p> <p>Point 1.9 of the proposed AGREEMENT FOR BANKING SERVICES (under FORM M: MODEL CONTRACT FOR BANKING SERVICES) stipulates the obligation of the bank to obtain the prior written consent of the UNDP for all subcontractors contracted for the fulfilment of the terms of the Agreement.</p> <p>Is this point applicable for existing subcontractors e.g. card processing, diverse IT maintenance services? Should such services be included in the scope, or the clause is rather for more specific cases when some material services are outsourced by the Bank?</p>	<p>Answer :</p> <p>The awarded Bank has the obligation to obtain the prior written consent of the UNDP for all subcontractors contracted for the fulfilment of the terms of the Agreement during its duration and shall refer to the services to be provided under the Agreement. The point is not applicable to existing subcontractors that refer to the overall general activity of the Bank.</p>
<p>Question :</p> <p>Please refer to below questions in red related to the proposed AGREEMENT FOR BANKING SERVICES (under FORM M: MODEL CONTRACT FOR BANKING SERVICES):</p> <p><u>1.12. Insurance.</u></p> <p>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. How shall be assessed the adequacy of the insured amount?</p> <p>...</p>	<p>Answer :</p> <p>Please find below the answers:</p> <p><u>1.12. Insurance.</u></p> <p>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. The limits of insured amount are not defined in the Agreement template and would be negotiated with the selected bank.</p> <p>...</p>

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. **The Labour Code (art.196) establish the employer's financial responsibility in case of employee's injury or death. Shall the bank contract a complementary insurance covering the respective risks?**

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. **We are not sure if local insurers provide this kind of insurance. However, even if it is possible, how shall be assessed the adequacy of the covered amount?**

...

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

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. **No additional insurance would be required. Bank to ensure that it has in place such coverage.**

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. **The limits of insured amount are not defined in the Agreement template and would be negotiated with the selected bank.**

...

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

<p>and communications relating to the Account, the funds and assets therein, the Services, and transactions relating to the foregoing. Does UNDP require internal normative documents?</p>	<p>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. The Proposer shall describe its disaster recovery system, alternate operating location and measures that ensure uninterrupted banking service to UNDP in the compliance table under Point "Business Contingency Planning and Disaster Recovery / E 1" from FORM G: FORMAT FOR TECHNICAL PROPOSAL and attach relevant internal normative documents to support its Proposal.</p>
---	---