



Moldova

## Request for Proposal (RFP)

Ref. no. RfP11/00321

Date: 31 March 2011

Dear Sir/Madam,

**Subject: RFP for the provision of consultancy services for developing the concept and technical requirements for e-(m) Health solution aiming to schedule rural/rayon patients for consultative and diagnostic services in Chisinau or/and other municipalities**

1. You are requested to submit a proposal for **development of concept and technical requirements for e-(m) Health solution to schedule rural/rayon patients for consultative and diagnostic services**, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors (Annex I)
  - ii. General Conditions of Contract (Annex II)
  - iii. Terms of Reference (TOR) (Annex III)
  - iv. Proposal Submission Form (Annex IV)
  - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with **“RFP: Concept and technical requirements for e-(m) Health”** should reach the UNDP office no later than **15 April 2011, 16:30**, local time.

Offers can be submitted either in hard copy or electronically.

a) Documents/offers in hard copy need to be addressed to:

**UNDP Moldova,  
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova  
Attention: Registry Office/Procurement**

b) Offers sent electronically need to be addressed to the following e-mail address:

**tenders-Moldova@undp.org**

Offers shall be clearly marked with **“RFP: Concept and technical requirements for e-(m) Health”**

Contact person for clarifications: Mihail Beregoi, Project Manager ([mihail.beregoi@undp.org](mailto:mihail.beregoi@undp.org))

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'M. Beregoi', written over a printed name and title.

Mihail Beregoi,  
Project Manager

## Instructions to Offerors

### A. Introduction

#### 1. General

The purpose of this Request for Proposals (RFP) is to solicit proposals from the qualified companies to develop the “**Concept and technical requirements for e-(m) Health**”, according to TOR ANNEX III.

The offers must be composed of two parts: *technical* and *financial*. Each part is presented in sealed envelopes. The Contract will be awarded to the Company (Consortium) with the proposal that will obtain the highest cumulative score in accordance with evaluation criteria.

#### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### A. Solicitation Documents

#### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

#### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation’s mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

### B. Preparation of Proposals

#### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

## 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex IV);
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule/financial proposal, completed in accordance with clauses 9 and 10 (Annex V).

## 8. Operational and technical documentation

The operational and technical part of the Proposal shall contain the following documents:

- Description of the organization (experience, human resources, technical and managerial capacity in the related field);
- Copy of the registration certificate of the organization;
- Company's list of customers/ beneficiaries of services for the past years;
- CVs of involved employees in the works under this ToR;
- Detailed Budget for the implementation of the assignment (presented in a separate envelope).

## 9. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

#### 10. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule/Financial Proposal, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

#### 11. Proposal currencies

All prices shall be quoted in **US Dollars and shall be exclusive of VAT**. For comparison purposes, all other currencies shall be converted into **US Dollars** using the UN Operational Rate of Exchange on the day of the competition deadline.

#### 12. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

#### 13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

#### 14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

### Submission of Proposals

#### 15. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

**UNDP Moldova**  
**131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova**  
**Attention: UNDP Registry Office/Procurement**

and,

- marked with –

**“RFP: Concept and technical requirements for e-(m) Health”**

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Operational and technical documentation*) and in Clause 9 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule/financial proposal duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

- (c) In case of electronic submission, the Offeror shall send two messages by e-mail to the following address: [tenders-Moldova@undp.org](mailto:tenders-Moldova@undp.org)

Having prepared the Proposal in paper format as specified in Clause “D. Submission of Proposals”, hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to two e-mail messages. The first e-mail message shall contain the information specified in Clause 8 (*Operational and technical documentation*) and Clause 9 (*Proposal form*) above and shall have the following subject: “**Technical Proposal for RFP: Concept and technical requirements for e-(m) Health**”. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: “**Financial Proposal for RFP: Concept and technical requirements for e-(m) Health**” - DO NOT OPEN IN ADVANCE. The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UNDP entity upon its request after the completion of the technical proposal evaluation.

To assist procuring UNDP entity in the assurance of transparency, it is recommended that, prior to sending the Email(s), Offerors should open “Options”, then “Voting and Tracking Options” and select “Request a delivery receipt for this message” AND “Request a read receipt for this message”. This option path is for Microsoft Office Outlook software. Other software should offer similar options, although the path and wording might be somewhat different.

## **16. Deadline for submission of proposals**

Proposals must be received by the procuring UNDP entity at the address or e-mail address specified under clause *Sealing and marking of Proposals* no later than **15 April 2011, 16:30**, local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## **18. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **19. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **20. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **21. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **22. Evaluation and comparison of proposals**

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price schedule/financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and the Instructions to Offerors.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 30% out of a total score of 1000 of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

$$B = T + \frac{C_{low}}{C} \times 300,$$

where

*T* – is the total technical score awarded to the evaluated proposal;

*C* – is the price of the evaluated proposal; and

*C<sub>low</sub>* – is the lowest of all evaluated proposal prices among responsive proposals.

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	210					
2.	Proposed Work Plan and Approach	50%	350					
3.	Personnel	20%	140					
<b>Total</b>			<b>700</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Expertise of firm / organisation submitting proposal</b>							
1.1	Organizational capability (structure, partners)	50					
1.2	Reputation of Organisation and Staff (Competence / Reliability)	30					
1.3	Quality assurance procedures	25					
1.4	Relevance of similar experience:						
	- Knowledge in ICT consulting projects from e-government field	70					
	- Specialised Knowledge in IT&C projects, financed by international donors (WB, EU, UNDP, etc)	35					
<b>Total Form 1</b>		<b>210</b>					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Proposed Work Plan and Approach</b>								
2.1	To what degree does the Offeror understand the task?	60						
2.2	Have the important aspects of the task been addressed in sufficient detail?	30						
2.3	Are the different components of the project adequately weighted relative to one another?	30						
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	20						
2.5	Does the plan include adequate Quality Assurance?	50						
2.6	Is the scope of task well defined and does it correspond to the TOR?	90						
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70						
<b>Total Form 2</b>			<b>350</b>					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Personnel</b>								
3.1	Task Manager	Sub-Score	75					
	General Qualification	60						
	Suitability for the Project							
	- International Experience	10						
	- Training Experience	10						
	- Professional Experience in the area of specialisation	30						
	- Knowledge of the region	10						
Language Qualifications		15						
		75						
3.2	Senior Expert	Sub-Score	50					
	General Qualification	40						
	Suitability for the Project							
	- International Experience	5						
	- Training Experience	5						
	- Professional Experience in the area of specialisation	25						
	- Knowledge of the region	5						
Language Qualifications		10						
		50						
3.3	Junior Expert	Sub-Score	15					
	General Qualification	10						
	Suitability for the Project							
	- International Experience	5						
	- Training Experience	0						
	- Professional Experience in the area of specialisation	5						
	- Knowledge of the region	0						
Language Qualification		5						
		15						
<b>Total Form 3</b>			<b>140</b>					



## **F. Award of Contract**

### **23. Award criteria, award of contract**

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

### **24. Purchaser's right to vary requirements at time of award**

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### **25. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Failure of the successful Offeror to comply with the requirement of Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next best evaluated Offeror or call for new Proposals.

**General Conditions of Contract****1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

**6. OFFICIALS NOT TO BENEFIT**

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

**7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain 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 Contract or the operation of any vehicles, boats, airplanes or other equipment

owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. 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 products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor 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.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, 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 authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor 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 Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. 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 Contractor of a reasonable extension of time in which to perform its obligations under this Contract

- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

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

### **16.2. Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. TAX EXEMPTION**

- 18.1 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19. CHILD LABOUR**

19.1 The Contractor 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20. MINES**

20.1 The Contractor 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.

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

## **21. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

**Terms of Reference (Technical specification)**

**To develop the concept and technical requirements for e-(m) Health solution aiming to schedule rural/rayon patients for consultative and diagnostic services in Chisinau or/and other municipalities**

**DURATION OF EMPLOYMENT:** two months

## **BACKGROUND**

With the overarching goal of strengthening democracy in the country, this Project aims to support the Government in advancing e-government solutions for a better public service delivery and more transparent decision-making. The e-health component of the project will provide assistance to build an integrated information system for primary health care institutions to deliver health care services in more effective and inclusive manner. The intervention will target vulnerable groups through the use of information and communication technologies (ICTs), including pregnant women, people with disabilities, elderly and poor ultimately supporting the attainment of Millennium Development Goals 5 and 6.

Informational system will be developed as a part of e-Health infrastructure and have to be designed in according with existing legal base, implemented at to the present ministerial and interdepartmental projects, informational and telecommunication components of e-Health infrastructure in Moldova.

UNDP seeks an IT consulting Company to assess the needs in implementation of an ICT solution for enhancing quality and quantity of provided services and design technical specifications of an information system to be able to provide e-(m) health services. The winner will work closely/together and be coordinated by the UNDP project, e-Health Task Force, Ministry of Health, e-governance Centre and Ministry of ICT specialists.

## **OBJECTIVE**

Consultancy services for elaboration of the following:

- Concept of the information system in accordance Technical Regulation „Software Life Cycle Processes” RT 38370656-002:2006 and the Official Monitor of the Republic of Moldova No.95-97 of 23.06.2006;
- Technical requirements for an informational system to provide online e-(m) Health solution to schedule rural/rayon patients for consultative and diagnostic services in Chisinau or/and other municipalities.

## **SCOPE OF WORK**

The main goal of developing the system is to grant patients a transparent, cost-efficient and permanent access to most sophisticated consultative and diagnostic services upon family doctors and specialists online scheduling. This will contribute to an increased number of correct diagnoses at the earliest stage of disease.

The increase in access of the population of the Republic of Moldova, especially of vulnerable and poor population from rural regions to most advanced medical services available in big municipalities like Chisinau and Balti will be realized through setting up an efficient way of electronic scheduling.

The patient, who has medical prescription for one or more consultative and diagnostic investigations, available only in Chisinau or Balti, will proceed to online scheduling via web service informational system. To make an appointment the patient or his doctor will access web page of the e-(m) service for consultative and diagnostic investigations in municipalities. The patient and/or his doctor will select municipal medical institution, type of investigation, available date and time and will fill out an online form with personal data, obligatory lines from Medical Unified Program (Program Unic), lines for services against payment etc. Once the form is filled out, a confirmation

form with all patient data entered and a unique ID for the investigation plus all related information regarding date, time, type and location of investigation will appear. The confirmation page could be printed immediately or sent by email. All of the entered information will be saved in a database on the principle of the type of investigation, medical institution etc., this information will be only accessible to medical institutions.

Technical requirements will include description necessary for developing technical projects of an informational system. Based on the concept the requirements should include concrete aspects of realization of the system components. The platform of the system should be open source, easy scalable and easy interoperable with various current informational systems as example Governmental Portal, CNAM IT system, primary healthcare IT management systems (the winning company should identify all related technical info with support of national counterparts).

The contracted company will organize a presentation to the e-Health taskforce team on the general architecture of the system.

All the feedbacks and modifications received from the e-Health taskforce and Ministry representatives will be integrated in the final documents. The conclusion of this assignment will be considered concluded when the final version of the documents will be approved by the Ministry of Health and Ministry of ICT officials.

## **METHODOLOGY**

The consulting company will apply the following research methods to achieve the intended results of this TOR:

- **Qualitative Research:**  
It is suggested that the consulting company uses participative workshops with the involvement of the project e-Health Task Force and focus groups from Ministry of Health and primary healthcare institutions to obtain detailed information needed for elaboration of the informational system.
- **Quantitative Research:**  
It is important that the consulting company researches the quantity parameters of the system such as quantity of online users, future access growth estimations etc. Internet and intranet databases records etc. The results of the quantitative research will be useful as a base to developing technical requirements.
- **Desk research:**  
The activity will include desk research (secondary research) and working directly with staff of the primary healthcare institutions and others to obtain the necessary information.
- **Round-table consultations:**  
The activity will include regular and upon request meetings of the winning company dedicated experts with e-Health Task Force group to identify best technical solutions for developing the informational system in accordance with latest requirements developed by ICT Ministry and e-Government Centre.



## **DELIVERABLES DEADLINE:**

- Concept document by June 15, 2011
- Technical Requirements document by June 30, 2011
- An implementation plan and a risk log for the upcoming system implementation by June 30, 2011

The contracted company will assist in provision of answers to all bidding companies requests, after UNDP starts the tender based on Technical Requirements elaborated by the contracted company.

## **REPORT**

The consulting company will prepare a commercial proposal with a detailed work plan and timeline. The duration of this consultancy should not exceed thirty working days from the date of contract commencement.

- Every ten working days progress reports presented to the Project Manager.
- Reports shall be written in English language.

## **BUDGET**

The consulting company should prepare a detailed budget in accordance with the work plan.

## **CONFIDENTIALITY STATEMENT**

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

## **INPUTS**

Logistical and methodological support of the Project management team

## **LEGAL BASE**

Law on telecommunications no. 241-XVI of 15.11.2007;

Law on access to information no. 982-XIV of 11.05.2000;

Law on informatics no. 1069-XIV of 22.06.2000;

Law on information and state information resources no. 467-XV of 21.11.2003;

Law on electronic document and digital signature no. 264-XV of 15.07.2004;

Decision of the Government of the Republic Of Moldova on special telecommunication systems of the Republic of Moldova no. 735 of June 11, 2002;

Decision of the Government of the Republic Of Moldova about some measures on laying the telecommunication systems for the Public Authorities no. 256 on March 9, 2005;

Decision of the Government of the Republic Of Moldova about the laying of the telecommunication system for the Public Authorities no. 840 on July 26, 2004;

Decision of the Government of the Republic Of Moldova about some measures on execution of the Decision of the Government no.735 on June 11, 2002 no. 1487 on December 12, 2003.

Decision of the Government of the Republic Of Moldova on approving the Concept of governmental telecommunications system no. 183-17 of 16.02.2005;

Decision of the Government of the Republic Of Moldova about centers of public keys certification no. 945 of 05.09.2005;

Decision of the Government of the Republic Of Moldova on approving the Rules on the use of digital signature in electronic documents of public authorities no. 320 of 28.03.2006;  
Decision of the Government of the Republic Of Moldova on National Strategy on creating the informational society – “Electronic Moldova” no. 255 of 09.03.2005;  
Decision of the Government of the Republic Of Moldova on the Concept of electronic government no. 733 of 28.06.2006;  
Decision of the Government of the Republic Of Moldova on approving the Rules on the System of electronic mail of public authorities no. 969 of 23.08.2007;  
Decision of the Government of the Republic Of Moldova on approving the Concept of the Integrated system of electronic documents flow no. 844 of 26.07.2007;  
Decision of the Government of the Republic Of Moldova on approving the Concept of governmental portal no. 916 of 06.08.2007;  
Decision of the Government of the Republic Of Moldova about the Official web page of Republic of Moldova no. 765 of 05.07.2006;  
Decision of the Government of the Republic Of Moldova on introducing the passports and other travel documents with supplemental biometrical data no. 125 on 08.02.2008;

## **QUALIFICATIONS OF THE CONSULTING COMPANY**

### ***Knowledge and skills:***

- Good practice in ITC consulting projects from e-government field
- Conceptualization of the company’s information development
- Development of information system requirements
- Development and implementation of knowledge and documentation management systems
- Optimization of the institution’s IT structure
- Technical consulting
- Coordination of project solutions

### ***Experience:***

- In-depth knowledge and understanding of ICT and e-Governance development issues and relevant work experience.
- Experience in project and program implementation in e-government development.
- Knowledge of the government institutions,
- Understanding of IT systems
- Proved experience of company experts in doing IT projects architecture
- Minimum of 5 years of experience in institutional organization and business management in complex environments, experience in strategic processes planning, in project management, drafting reports, working with Government institutions.

### ***Abilities:***

- Ability to analyze, plan, communicate effectively orally and in writing, draft reports, solve problems, organize and meet expected results, adapt to different environment (cultural, economic, political and social).
- Staff of the consulting company has to communicate and should be fluent in Romanian and English orally and in writing.
- In case a consortium consisting of an international and national company applies, the requirements specified above apply for all consortium members

## PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of one hundred and twenty (120) days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

## PRICE SCHEDULE/FINANCIAL PROPOSAL

The Contractor is asked to prepare the Price Schedule/financial proposal and submit it in a separate envelope from the rest of the RFP response as indicated in Section D paragraph 15 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Clause 18. '

The Price Schedule/financial proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information in electronic format on CD or diskette.

<b>Price Schedule:</b>				
<b>Request for Proposals for development of the pilot primary health care institution information system</b>				
<b>Description of Activity/Item</b>		<b>Number of Staff</b>	<b>Monthly Rate</b>	<b>Estimated Amount</b>
<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			