



## REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

TO: All Interested Bidders	DATE: December 14, 2017
	REFERENCE: RFP/UNDP/EVIN/028/2017 – Technical Assistance to UNDP on Developing the Vaccines Stock Management Application Software for Piloting Project in Indonesia

Dear Sir / Madam:

We kindly request you to submit your Proposal for **RFP/UNDP/EVIN/028/2017 – Technical Assistance to UNDP on Developing the Vaccines Stock Management Application Software for Piloting Project in Indonesia.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Thursday, December 21, 2017 at 11.00 AM (Jakarta Local Time)** and via email or courier mail to the address below:

**United Nations Development Programme**  
Menara Thamrin Building, 7th Floor  
Jl. M.H. Thamrin Kav. 3, Jakarta Pusat 10250 Indonesia  
**Attn: Procurement Unit – Ferdyani Yulia Atikaputri and Yusef Millah**  
Email: bids.id@undp.org

Your Proposal must be expressed in the **English**, and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
for John Benjamin  
Procurement Specialist  
December 14, 2017

## Annex 1

### Description of Requirements

Context of the Requirement	Technical Assistance to UNDP on Developing the Vaccines Stock Management Application Software for Piloting Project in Indonesia
Implementing Partner of UNDP	Ministry of Health
Brief Description of the Required Services <sup>1</sup>	Please see Annex 4 – Terms of Reference
List and Description of Expected Outputs to be Delivered	Please see Annex 4 – Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	Project Manager of MTC-ATM
Frequency of Reporting	Please see Annex 4 – Terms of Reference
Progress Reporting Requirements	Please see Annex 4 – Terms of Reference
Location of work	Please see Annex 4 – Terms of Reference
Expected duration of work	Five months
Target start date	1 February 2018
Latest completion date	29 June 2018
Travels Expected	Please see Annex 4 – Terms of Reference
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others Please see Annex 4 – Terms of Reference

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required								
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required								
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency: IDR (Rupiah)								
A pre-proposal conference will be held on:	Time: 13.30 hours Jakarta Time (GMT+ 7 hours) Date: 18 December 2017 Venue: Aceh Meeting Room, 7 <sup>th</sup> Floor Menara Thamrin Building, UNDP Jakarta, Indonesia  The UNDP Focal Point for the arrangement is Ferdyani Yulia Atikaputri. E-mail: <a href="mailto:ferdyani.putri@undp.org">ferdyani.putri@undp.org</a>								
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes								
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.								
Partial Quotes	<input checked="" type="checkbox"/> Not permitted								
Payment Terms <sup>3</sup>	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> </tr> </thead> <tbody> <tr> <td>Final report on the preparatory implementation Application Software including supply chain and SOP analysis, training setup, the infrastructure preparation, metadata and supply chain mapping</td> <td>25%</td> <td>28 February 2018</td> </tr> </tbody> </table>			Outputs	Percentage	Timing	Final report on the preparatory implementation Application Software including supply chain and SOP analysis, training setup, the infrastructure preparation, metadata and supply chain mapping	25%	28 February 2018
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Final report on the preparatory implementation Application Software including supply chain and SOP analysis, training setup, the infrastructure preparation, metadata and supply chain mapping	25%	28 February 2018							

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	Final report submission on Application Software development	50%	29 March 2018
	Mid-way assessment of implementation	10%	31 May 2018
	Final report on the technical ongoing support during the pilot project period	15%	29 June 2018
	<p>Condition for Payment Release: Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p>		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager of MTC-ATM		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services		
Criteria for Contract Award	<p><input type="checkbox"/> Lowest Price Quote among technically responsive offers</p> <p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>		
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the firm (20 points)</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (50 points)</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (30 points)</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>Technically qualified is considered a proposal that scores minimum 70% of the total technical points.</p>		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		

Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p><i>Ferdyani Yulia Atikaputri; Yusef Millah</i>  <i>Procurement Unit – UNDP Indonesia</i>  <i>ferdyani.putri@undp.org; yusef.millah@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<p>- <b><u>Proposal submitted via Courier/hand delivery:</u></b>  <b>Official Address for hand delivery/Courier:</b>  United Nations Development Programme (UNDP)  Menara Thamrin Building, 7<sup>th</sup> Floor, Kav. 3, Jl. M.H. Thamrin, Jakarta 10250, Indonesia  Tel: +62 21 2980 2300 ext. 410  Attn: Procurement Unit – Feby Utari and Yusef Millah</p> <p>The submitted proposal <b>consists of original proposal and copy</b>. The Financial Proposal and the Technical Proposal Envelopes <b>MUST BE SUBMITTED SEPARATELY</b> and each of them must be sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate.</p> <p>Each envelope <b>MUST</b> clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP, the Title Bidding <b>"RFP/UNDP/EVIN/028/2017– Technical Assistance to UNDP on Developing the Vaccines Stock Management Application Software for Piloting Project in Indonesia"</b> and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening". The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.</p>

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

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

	<p>- <b><u>Proposal submitted via Email:</u></b>  Official email Address: <a href="mailto:bids.id@undp.org">bids.id@undp.org</a>  The technical proposal and financial proposal must be in separate file.  Format: PDF files only, <b><u>password protected for the financial proposal only</u></b> (Password must not be provided to UNDP until requested by UNDP which will be requested through email)  Signature: YES  Max. File Size per transmissions: 7 MB  Max. No. of transmission: N/A  Free from any virus or corrupted files  Mandatory subject of email: <b>RFP/UNDP/EVIN/028/2017–  Technical Assistance to UNDP on Developing the Vaccines Stock  Management Application Software for Piloting Project in  Indonesia</b></p>
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## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

#### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest (Audited) Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Portfolios of mobile apps and web base software which developed by the company including description about its system and database*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

#### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

- a) CVs demonstrating qualifications must be submitted if required by the RFP; and
- b) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

No	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Final report on the preparatory implementation Application Software including supply chain and SOP analysis, training setup, the infrastructure preparation, metadata and supply chain mapping	25%	
2	Final report submission on Application Software development	50%	
3	Mid-way assessment of implementation	10%	
4	Final report on the technical ongoing support during the pilot project period	15%	
	Total	100%	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component *[This is only an Example]:***

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
a. Project Lead			1	
b. Program Developer / Analyst			1	
c. Junior Program Developer / Analyst			1	
<b>II. Other Expenses</b>				
Travel and Accommodation Cost				
<b>III. Other Related Costs (if any)</b>				

*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*

## **Annex 3**

### ***General Terms and Conditions for Services***

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

#### **2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 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.

#### **4.0 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.

#### **5.0 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 to the provisions of this Contract.

#### **6.0 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.

## **7.0 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.

## **8.0 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 the 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:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 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 the 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.

## **10.0 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.

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 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 United Nations in connection with its business or otherwise.

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

#### **13.1 The recipient ("Recipient") of such information shall:**

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

#### **13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:**

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

#### **13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.**

#### **13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.**

#### **13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or**

at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2** 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, the 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.
- 14.3** 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.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 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 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:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 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.

## **18.0 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 the 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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 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.

## **20.0 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.

## **21.0 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.



## **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 AUTHORITY TO MODIFY:**

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

## **Annex 4**

### **TERMS OF REFERENCE**

#### **Technical Assistance to UNDP on Developing the Vaccines Stock Management Application Software for Piloting Project in Indonesia**

##### **I. Background Information**

UNDP India that has implemented vaccine logistics and associated cold chain management one single information system platform called Electronic Vaccine Intelligence Network (eVIN). This unique electronic system enables healthcare workers to better understand the cold chain. eVIN helps in addressing three critical questions in vaccines logistics -- where vaccines are; whether they are in adequate quantities; and whether they are stored at recommended temperatures? It is an integrated package of product (application software, temperature loggers), process (standardized vaccine stock keeping protocols) and people (cold chain handlers who are trained to implement eVIN). This application provides a real-time information on all vaccine stocks along with actual storage temperatures. This real-time data can be viewed over a web portal or application-based dashboard by programme managers at district, state and national levels. All vaccine stocks are digitalized by a trained cold chain handler through a smartphone application and the data is uploaded on a secure cloud server.

Regarding to successfully of the eVIN implementation in India, UNDP Indonesia planned to develop a similar application software. This application software is expected provide an integrated solution to address widespread inequities in vaccine coverage and support the government in overcoming constraints of infrastructure, monitoring and management information system and human resources, often resulting from overstocking and stock-outs of vaccines in storage centers. The integrated solution will showcase a perfect combination of technology, governance, and human resources.

UNDP Indonesia is seeking the IT Product and Services Company for an initial period of 6 months to develop the application and web base software. Selected IT company will provide UNDP Indonesia with services in the following two areas:

- 1) Development of the vaccines stock management application software
- 2) Technical assistance and handholding during the implementation of pilot project in Indonesia

##### **II. Objectives**

- Develop the application software as per the requirement stated to roll out the pilot project in Kota Bogor (West Java Province) and Kota Tangerang Selatan (Banten Province)
- Provide technical assistance on implementation, operation, system administration and application software and maintenance at user site to UNDP and MoH

##### **III. Expected Outputs**

- Implementation of the application software as a pilot in Kota Bogor and Kota Tangerang Selatan
- Hand on training across the various modules of application software to all stakeholders involved at user sites as specified by UNDP Indonesia and MoH

#### **IV. Scope of Work**

UNDP Indonesia would require assistance from the IT Application Software Product and Services Company in the following areas:

##### **A. Application Development**

- Forecasting and optimization algorithms, using pattern recognition and predictive analytics to better predict bottlenecks and further suggest real-time workarounds.
  - i. Calculate demand/net consumption according to the formulate given by the Health Ministry (MoH)
  - ii. Display stock information in terms of session days, weeks, and/or months
  - iii. Provide an option to automatically set. Min/Max stock values based on historical pattern
  - iv. Provide an option to balance stock holding using opportunistic and logical transfers across the network using both quantity and expiry as inputs, and considering configurable road distance and sufficiency of cold chain capacity at the destination facility.
  - v. Provide appropriate workflows so that higher-echelon managers approve transfers via mobile or web, and then the action command is transmitted to users at the transferring echelons.
- The software application should provide vaccine logistics solutions for managers at National, Province and District level. There is a need felt by the Ministry of Health, to develop Application Software that will also enable Program Managers to track vaccine supplies from manufacturer level. This feature will offer a greater degree of control and oversight to the National immunization division on vaccine logistics and should be developed in consultation with the head of the National Immunization division, Government of Indonesia.
- Enhanced analytical dashboards to support decision for users at every echelon and function of the value chain thereby encouraging quality data, and optimal management in forecasting, stocking, replenishment, cold chain capacity planning, equipment (CCE) maintenance, process quality control, and human supervision. This includes ad hoc customized reports for UNDP as and when the needs arise.
- Modernize asset management and maintenance modules for Cold Chain Equipment (CCE). This includes development of mobile application software for technicians and web console for supervisors to register equipment, and to schedule, coordinate and track CCE maintenance, and store historical analytics.

Example: visibility and analytics on logger deployments, equipment performance (such as holdover times and model/vendor analysis), CCE capacity requirements and utilization against inventory flows and antigen procurement, maintenance history, process audit reports will be available to a program manager at any given level for informed decision making on cold chain inventory
- Mobile-based frictionless workflow via parameter-triggered approval mechanisms that mimic decision hierarchies. Dashboards in mobile app for relevant users, and also incremental steps to improve data quality at the point of entry (in the mobile app) using vaccine-specific business rules.

Example: The ILR is broken and must be replaced. The procurement officer at the state-level would immediately receive a popup on his phone requesting signature approval (directly in the app).

- Inclusion of various features like workforce monitoring, order management, transportation management, trend analysis and forecasting and inventory optimization. These features may already be available with the application software vendor but will require modification to suit UNDP needs.
- If the manufacturer of the temperature logger comes up with any improvisation in the functionality of temperature loggers such that future firmware updates are enabled over-the-air through WiFi or SIM-based data transmission allowing all temperature loggers to be automatically upgraded online, the application software vendor will be responsible for the corresponding code changes on the system.
- Develop a prototype that can pilot barcode/RFID on vaccine card (held with mothers) for immunization history. This feature will revolutionize the way we track a child's immunization status and also provide a linkage between supply side (how many vaccines were distributed) and demand side (how many vaccines were given to children)
- The application should be mobile compatible with both Android smart phones and Java feature phones.
- Application software to be multilingual with Bahasa Indonesia and English
- Integration of Web based GIS into application software – such as Google maps.
- Data to be hosted in country data server and the IT company is required to propose the server composition based on the functionalities detailed.
- The application software vendor should carry out proper testing of all these additions/CRs before implementation. These testing may include (but not limited to) performance testing, load testing, functional testing, security testing etc.
- The application software vendor shall be responsible for installation, integration, coordination of user acceptance testing and commissioning of the system to the full satisfaction of the UNDP Indonesia/MoH. Temperature Loggers will be provided by UNDP and the Application Software vendor should ensure that the data sent by all the temperature loggers are stored in database with proper indexing, etc. Application software should also be capable of capturing the data directly from the SMS gateway and display the same with cold chain equipment and vaccines stored on the website in real time. The system will collate the information received from the temperature loggers and generate notification in case there is any breach.
- SMS messages to be integrated with the application and notifications to be pushed all stakeholders on occurrence of specific events and at specified intervals. Application software vendor to procure and manage the SMS gateway for pilot phase

## **B. TECHNICAL ASSISTANCE**

- Technical implementation at district and national level for the product features as specified above and subsequent bug fixes
- Application software support – explicit tracking of bugs and change requests and access to UNDP to monitor the performance and issue resolution
- Analyze of vaccine stock management Standard Operation Procedures (SOPs).
- Support the usage of the web-portal/ mobile application for temperature monitoring shall also cover logger positioning, usage, common errors and their rectification mechanism and also on the usage of the web-portal/ mobile application for temperature monitoring.
- Training support i.e. training of master trainers, training of training officers and refresher training. Observation, feedback and support on a limited number of trainings and other workshops will also be required.

- Facilitate working copy of the source code to UNDP in order for UNDP to carryout testing of the application software system
- Documentation support which includes updates and review of user manuals, creation/modifications of SOP's and trouble shoot guides.
- All the documentation provided shall be in English and Bahasa Indonesia. A set of all documentation should be provided in hard disk drive and approved by UNDP Indonesia.
- The documentation should contain a full technical description of the site preparation, equipment installation, operation, maintenance and servicing details, component details.
- The documentation shall also contain technical documentation all application software upgrades/additions including detailed system design documentation (updated for every logical piece of construct within the code), theoretical considerations, logic diagrams, flowcharts, explanations, etc.
- Database structure documentation (ER diagram, stored procedures, functions, triggers, views etc) including backup scripts should also be provided.
- Setup of monitoring and reporting modules at piloting districts.
- System configuration and metadata setup which includes meta data cleansing, configuration, testing and assistance to trainers on metadata set up
- System monitoring – develop additional features for the smartphone application that enable data capturing on key output/process indicators of the project and can be downloaded as a project report.
- Application software backup: Application software vendor shall ensure database backup with a latency of maximum 1 day. Detailed backup plan will be agreed with UNDP at the time of contracting.

#### **V. Work Assignment Mechanism**

- The IT Product and Services Company is required to submit the technical and financial proposals.
- The technical proposal should entail detailed time schedule for delivery, installation, system integration, acceptance tests and commissioning along with resources required and justification and portfolios of mobile apps and web base software which developed by the company including description about its system and database.
- The financial proposal should be a lump-sum, fixed amount proposal based on the unit rates agreed for each resource.
- UNDP will evaluate the technical proposal and verify the manpower, engineering cost and man-days proposed to complete the task.
- Payment will be linked to agreed deliverables.

#### **VI. Qualifications**

The engaged consulting company must be able to satisfy the following criteria:

1. Be a registered company in Indonesia by providing evidence of legal documents such as valid business permit, Tax Payer Identification Number, or other supporting documents.
2. Minimum 5 years of experience and excellent business track in developing mobile applications or web base software, preferably on logger deployments and Cold Chain Equipment (CCE).

To carry out the piloting project, the IT Product and Service Company should have below mentioned resources with required experience. Detailed CV's along with relevant past related working experience should be submitted along with the Technical Proposal.

No.	Type of Resource	Number of Resource	Experience
1.	Project Lead	1	Minimum 8 years of experience in managing software development
2.	Program Developer / Analyst	1	Minimum 5 years of experience in development of applications and web base software
3.	Junior Program Developer / Analyst	1	Minimum 2 years of experience in development of applications and web base software

## VII. PAYMENT

Payment will be made after satisfactory acceptance by UNDP the services provided on the following schedule:

Deliverables	Percentage	Timing
1. Final report on the preparatory implementation Application Software including supply chain and SOP analysis, training setup, the infrastructure preparation, metadata and supply chain mapping	25%	February 2018
2. Final report submission on Application Software development	50%	March 2018
3. Mid-way assessment of implementation	10%	May 2018
4. Final report on the technical ongoing support during the pilot project period	15%	June 2018