

## REQUEST FOR PROPOSALS (RFP)

|   |   |
|---|---|
| NAME & ADDRESS OF FIRM: <b>Interested consultants/firms/organisations</b> | Date of issue: <b>26 January, 2012</b>  |
|   | REFERENCE: <b>RFP_002_2012</b><br><b>“Development of Information Tracking System”</b> |

Dear Sir / Madam:

The United Nations Development Programme in Lao PDR (hereinafter referred as “UNDP”) hereby solicits your proposals on the services described in **Annex I – Terms of Reference**.

### Submission of proposals:

Proposals must include **Technical and Financial part** as outlined below duly signed and stamped and submitted by electronic mail (in PDF format) to the following secure e-mail box: **lao.procurement@undp.org** or in sealed envelopes via mail/express mail or by hand to the address below **no later than close of business on 13 February 2012 (late or incomplete quotations will be rejected):**

**UNDP Country Office in Lao PDR**  
**Lane Xang Avenue**  
**PO BOX 345**  
**Vientiane**  
**Lao PDR**

**Full set of bidding documents can be downloaded at: <http://www.undplao.org/vacancies/procurement.php>**

**ATTENTION:** Please indicate on the envelop or on e-mail subject the RFP reference i.e. **“RFP/002/2012 “Development of Information Tracking System”**. UNDP will not be responsible for postal delays, if any, in the delivery of the bid documents or non-receipt of the same.

### **A) Technical part shall comprise the following documents:**

- ✓ Experience and qualification of the team that will be working on the project, including CV’s of individual team members
- ✓ Company profile highlighting previous experience of company in developing database systems
- ✓ Examples of previous work (provide screenshots that shows the process)
- ✓ 1-2 pages outlining suggested methodology as per TOR requirements

### **B) Financial part**

- ✓ Lump sum with detailed cost breakdown and indicative minimum number of days to be worked on the project.

Firms/companies with questions regarding this request should send them in writing to the following e-mail: [diyer.rasulov@undp.org](mailto:diyer.rasulov@undp.org)

**CONDITIONS**

|  |  |
|--|--|
| Delivery Term (INCOTERMS 2000) & Place               | <input type="checkbox"/> DAP, Vientiane  |
| Taxes  | All prices/rates quoted must be exclusive of all direct taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.  |
| Payment Terms  | Withing 30 days upon delivery and acceptance of outputs/deliverables and submission of original invoice.   |
| Validity of Quotation                                | <b>60 DAYS</b>   |
| Preliminary Examination - Completeness of quotation. | <b>Partial bids not permitted</b>  |
| Experience of Firm/Company/Organistaion              | <b>Please see attached TOR (Attachemnt II) for details or visit or web-site to download full set of bidding documents at:</b><br><a href="http://www.undplao.org/vacancies/procurement.php">http://www.undplao.org/vacancies/procurement.php</a> |
| General Terms and Conditions                         | Copy enclosed (see Attachment II)  |
| <u>Language of the Proposals:</u>                    | <b>All documents must be submitted to UNDP in English</b>  |

**Evaluation of proposals and award criteria:**

1. Short listing of applications according to criteria a) to e)
2. The 3-4 applications with the highest score will be interviewed
3. Final evaluation includes interview scoring (criteria f) and financial proposal (as per table below)

**Cumulative analysis:**

The award of the contract will be made to the company whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria:

\* Technical Criteria weight; [0.7]

\* Financial Criteria weight; [0.3]

Only firms/companies obtaining a minimum of 49 points in the technical rating would be considered for the financial evaluation.

| <b>Criteria:</b>  | <b>Weight</b> | <b>Max. Points Obtainable</b> |
|---|---------------|-------------------------------|
| <b>Technical creteria</b>   | 0.7           | 70                            |
| a) Recognized qualifications of database development team in Information Technology, and particularly in development of information tracking, networking and database systems | 0.1           | 10                            |
| b) Experience in developing network architecture and database systems, managing IT systems and software for organization networks and database                                | 0.15          | 15                            |
| c) Examples of previous work (screenshots)  | 0.05          | 5                             |
| d) Quality and content of proposed methodology  | 0.1           | 10                            |

|   |      |     |
|---|------|-----|
| e) Knowledge of the Lao investment management process | 0.05 | 5   |
| f) Result of the interview                            | 0.25 | 25  |
| 2. Financial  | 0.3  | 30  |
| Total points obtainable                               | 1.0  | 100 |

Evaluation of the price proposals (of all firms/companies who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- The lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 30), for other prices the points are assigned based on the following formula:  $[\text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} * \text{total points obtainable for financial proposal}]$

An example:

- Consultant Name 1 – lowest price ranked as 1<sup>st</sup> in the amount of USD 10,000 = A
- Consultant Name 2 – second lowest price ranked as 2<sup>nd</sup> in the amount of USD 12,000 = B
- Consultant Name 3 – third lowest price ranked as 3<sup>rd</sup> in the amount of USD 15,000 = C

Points assigned to A = 30

Points assigned to B = 20 (following formula:  $a/b * 30$  i.e.  $10,000/15,000 * 30 = 20$  points)

Points assigned to C = 19 (following formula:  $a/b * 30$  i.e.  $10,000/16,000 * 30 = 19$  points)

Name and Title: Diyer Rasulov, Procurement Specialist, signature

CONTACT ADDRESS: United Nations Development Programme in Lao PDR, Lane Xang Avenue, PO Box 345, Vientiane, Lao PDR, tel. +856 021 267777, 267765

E-MAIL ADDRESS: [diyer.rasulov@undp.org](mailto:diyer.rasulov@undp.org)

## General Terms and Conditions

### 1. ACCEPTANCE OF THE PURCHASE ORDER

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

### 2. PAYMENT

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

### 3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### 6. FITNESS OF GOODS/PACKAGING

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

### 7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

## **9. RIGHTS OF UNDP**

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

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

## **10. LATE DELIVERY**

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

## **11. ASSIGNMENT AND INSOLVENCY**

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

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

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

## **13. PROHIBITION ON ADVERTISING**

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

## **14. CHILD LABOUR**

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

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

**15. MINES**

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

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

**16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement**

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

**16.2 Arbitration**

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

**17. PRIVILEGES AND IMMUNITIES**

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

# Terms of Reference

## FOR INSTITUTION /CONSULTANCY COMPANY

### FOR DEVELOPMENT OF INFORMATION TRACKING SYSTEM



|                                 |  |
|---------------------------------|--|
| <b>Project Title:</b>           | <b><i>Poverty-Environment Initiative (PEI), Component 2</i></b><br>UNDP Project (Project number: 00059114) |
| <b>Job Title:</b>               | Development of Information Tracking System   |
| <b>Duty Station:</b>            | Vientiane, Lao PDR   |
| <b>Duration of Appointment:</b> | between February 2012 and January 2013 (see timeframe in chapter 4)  |
| <b>Expected Start Date:</b>     | February 2012  |

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#### 1. Background

The joint United Nations Environment Program (UNEP) and the United Nations Development Program (UNDP) Poverty Environment Initiative (PEI) in Lao PDR aims to contribute to poverty reduction and improved well-being of poor and vulnerable groups by integrating pro-poor environmental concerns and opportunities into national development and investment management processes.

Lao PDR is currently faced with many environmental challenges including deforestation, biodiversity loss, depleting fish stocks, and inappropriate use and discharge of chemicals. Many of these challenges are being exacerbated by the recent rapid influx of Foreign Direct Investments (FDI) into the country. FDI has been an important source for accelerating economic growth government revenues and force for accelerating economic growth. Over USD 12.6 billion of FDI has been approved between 2006 and 2010, of which over 65% are in the natural resource sectors of agriculture, mining hydropower and forestry. The ambitious growth targets set by the 7<sup>th</sup> National Socio-economic Development Plan means that there will continue to be increasing demand for Lao PDR's abundant natural resources. The demand is further accelerating the pace of exploitation of these resources and increasing pressure on the environment and the natural resource base upon which many rural people rely for their livelihoods.

PEI supports the Investment Promotion Department (IPD) of the Ministry of Planning and Investment (MPI) with institutional capacity building and development of practical tools for the planning and management of investments for poverty reduction and sustainable environmental management. Some of the key activities include: development of investment strategies at the central and provincial level for quality investments, support to investment monitoring activities at the provincial level, development of an investment database, and building capacity and methodologies for assessing investment impacts. PEI currently supports operationalizing the newly inaugurated One-Stop Service within IPD, which is designed to attract more foreign investors to Lao PDR by increasing efficiency and transparency in the investment approval procedures. Investors can submit concession applications to the IPD One-Stop Service.

Specifically, PEI will support development of an information tracking system to monitor the progress of investment applications through the appraisal and approval process, based on the Decree on Investment Promotion 2011. This tracking system is expected to improve transparency and effectiveness in the investment approval process, and thereby improving the investment climate in Lao PDR for quality investments. The PEI-IPD project wishes to recruit a qualified Consultant to develop the Investment Information Tracking System for the One-Stop Service of IPD.

## 2. Tasks and Outputs

**Key tasks** for the Consultants include the following:

- Hold discussions with the One-Stop Service office, Project Screening Division, and Legal Division of IPD to identify the procedures of evaluation and approval of investment applications based on the Investment Promotion Law 2009 and Implementation Decree for Investment Promotion Law 2011, and to identify their needs/requirements. These discussions will form the basis for design of the information tracking system. The consultation sessions need to be organized by the consultancy company and need to be part of the financial and technical offer.
- Present draft design of recommended tracking system to One-Stop Service committee and IPD to reach agreement on system design and functions through several consultation meetings.
- Identify the hardware and software requirements for the information tracking system to be compatible with existing hard- and software of the government, which includes and not limited to server hardware, software and necessary licenses for the implementation and operating of the system. Install hard and software. The purchase of the server hardware and software licenses for the implementation of the system in the One-Stop-Service office will be done through UNDP.
- Incorporate the following functions (at minimum) within the information tracking system: 1) links One-Stop Service personnel and relevant IPD divisions (Investment Promotion Division, Project Screening Division, Legal Division and Summarization and monitoring Division), DG & DDG of IPD, the secretary office of the Minister of MPI, Minister & Vice Minister of MPI) via a server; 2) provides different authorization levels of users; 3) red flags to indicate various approaching deadlines to enable better compliance management; 4) includes a link to the current investment and monitoring database within IPD; 5) generate specific summary and trend reports on the investment appraisal and approval process for both IPD's reporting needs and that can contribute to the World Bank's and other international organizations' investment climate assessments for Lao PDR.
- Provide at least three training sessions (2 full days each) to the One-Stop Service and IPD staff in Vientiane on use of the information tracking system. The training sessions have to be organized by the consultancy company and need to be part of the financial and technical offer.  
Develop a user's manual for the system in Lao language?
- Make adjustments to the developed system after an initial test phase by One-Stop Service (4 weeks), carry out a survey to obtain experiences/lessons and adjust/refine the system as required.
- Provide follow up service on solving system "bugs" or problems maintenance, and carry out other tasks as necessary to ensure quality control and ease of use for the clients (up to month 6 of operation).

- Set up the server and follow up hardware service
- Set up multi-level password system for sign in within IPD for viewing, editing and /or updating information
- Initiate study of the possibility for networking with key concerned line agencies (e.g MOIC, MOF, MOEM, MOA, MNRE) in the near future

**Expected outputs** of this consultancy are:

- A fully functional and operating investment information tracking system implemented at the One-Stop Service of IPD, linked to the IPD investment database.
- Trained key IPD staff.
- A user’s manual for operating the investment information tracking system was produced.
- Follow up service (up to month 6 of the system operations).

### **3. Qualifications and Experience**

- Recognized qualifications in Information Technology, and particularly in development of information tracking, networking and database systems
- Proven expertise in developing network architecture and database systems
- At least five years experience with developing and managing IT systems and software for organization networks and database
- Knowledge of the Lao investment management process is an advantage
- Experience working with international development/ environmental organizations is an advantage
- Fluency in Lao required, with reasonable English writing and speaking skills

### **4. Timeframe for key output delivery**

Timeframes for key output delivery:

1. Consultations with IPD and presentation/agreement on recommended design of the tracking system and work plan for its development, and identification of required hard/software  
**2 weeks**
2. Develop first draft of tracking system, present back to IPD and carry out requested adjustments to the system.  
**4 weeks**
3. Set up hard/software systems, develop the tracking system manual, deliver of 3 training sessions and final adjustments after a 4 weeks test phase by the One-Stop Shop service  
**3 months**
4. Provide follow up service on solving system “bugs” or problem maintenance  
**Up to 6 months of operation of the system**

## **5. Use of property rights, Reporting, Supervision and Performance Evaluation**

The consultant agreed that all records, reports, studies, information, and technical documents shall be kept confidential and the release of any information regarding this matter can only be done with the written permission of UNDP and MPI.

The Consultant will report to the PEI-IPD National Project Manager and will work closely with the IPD One Stop Service and PEI project team. Day to day reporting will be to the PEI Assistant Project Manager. The Consultant will be required to provide written progress reports on a bi-monthly basis. Payment schedule will be on an agreed output-basis.