

### Terms of Reference (TOR)

## A Company to develop web page and web based application for Department of Import and Export, Ministry of Industry and Commerce

### I. Project Background

Lao PDR became a member of the Association of the Southeast Asian Nations (ASEAN) in July 1997, and is participating in negotiations with ASEAN Free Trade Area (AFTA) and has initiated accession negotiations to the World Trade Organization (WTO). Lao PDR also participates actively in the Greater Mekong Sub-region (GMS) initiatives aimed at facilitating regional trade. Regional cooperation is seen as crucial for the development and growth of the country's economy.

The project "Capacity Building for MOIC's Department of Import and Export (DIMEX) in Rules of Origins (ROO), Product Specific Rules (PSR) and Operational Certification Procedures (OCP)", thereafter referred to as the project, is one of the main external assistance channels through which the Government of Lao PDR will focus on promoting the development of foreign trade. This project was funded by the Integrated Framework Trust Fund (Window II) - managed by UNDP in Geneva, and implemented by MoIC.

The purpose of the project is to promote the integration of Lao PDR-into the global economy by increasing growth and improving export competitiveness. This will be achieved through the delivery of the following outputs:

- To improve capacity of DIMEX to provide better services to the private sector
- To improve capacity of the relevant government agencies that get involved in developing the rules of origin under ASEAN Free Trade Area (AFTA), including Product-Specific Rules and operational certification procedures
- To improve capacity of authorities/bodies at central and provincial levels to implement the rules of origin, product specific rules and operational certification procedures effectively, with a view to take full advantage of market access opportunities-

To contribute to above output, the project is seeking a qualified company to develop web page and web based application on administering the issuance of the Certificate of Origin. The web page and web based application will be under the existing Ministry of Industry and Commerce web site.

### II. Objectives of the assignment

The objectives of this assignment are to design, develop and implement the webpage and web based application for the Department of Import and Export (DIMEX) of the Ministry of Industry and Commerce (MOIC). The webpage and web based application are intended to

provide a better service for importers and exporters on the utilization of certificates of origin, and to improve the statistical collection of goods under trade preference systems.

### **III. Scope of Work**

1. Design, development and implementation of webpage and web based application with information provided by the Department of Import and Export (DIMEX).
2. Design appropriate security architecture for the webpage and web based application and implement this security mechanism for the interactive method through the webpage and web based application.
3. Provide at least 2 weeks training to DIMEX staff (approx. 8 people) to enable them to effectively operate, update and maintain the webpage and web based application.
4. Develop an user friendly user guide/manual
5. The webpage should at least include:
  - Information about DIMEX
  - Organizational Structure
  - Relevant Laws and Regulations
  - Links with Website of the Ministry of Industry and Commerce and all related departments at central and provincial levels
  - Link to related websites
  - Frequently Asked Questions (FAQ)
  - Events Calendar/Upcoming events
  - Feedback and suggestion
  - Help Desk
  - Site Map
  - Research documents
6. The web-based application shall at least cover the following features
  - Interactive interface in webpage format
  - Registration and Log in system
  - Download forms and application of certificates of Origin and etc
  - Consists of database system for storing the data
  - Statistical collection of import and export goods with the linkage to provincial trade offices and to customs offices
7. Install the newly developed program into the Server of DIMEX to its full functional condition.
8. The company shall install only the licensed software and up-to-date software on the web server, ensuring the server is virus, malware, adware and spyware free;
9. The company should implement/advise the technician/IT staff of the DIMEX the best way to back/restore the web page in case of the server failure;
10. Conduct testing of the new web-based program.
11. The company will give service warranties and do the trouble shooting any problems might occur for a year from the date of validity check of the web page.

### **IV Methodology**

The methodology for effectively implementing this Assignment will be proposed and detailed by the selected Consulting Firm in the **Technical Proposal**, and may include, but not be limited to, the following:

- Conceptual design:**
- Provide technical specifications required for hardware and software (types of data, types of services provided in the site, site security and protection, registration with search engines
  - Designs of types data and images from the selected participating agencies working in the related fields, links these to other websites
  - Suggest all possible exit strategy for the DIMEX and a long-term operation plan for hosting and ongoing operation and maintenance of the web page/web based application.
- Implementation:**
- Work closing with the the DIMEX on designing the web-based application and web page.
  - Provide suggestion for necessary equipment of the web-based and their maintenance, including installation Server proposed server specification and Information Communication Technology facilities to the DIMEX
  - Create email accounts for the DIMEX's management staff to be accessed to through their respective web-based.
- Capacity building:**
- Conduct a training needs assessment
  - Provide training to TT of developing and updating the web-based, collecting and writing news, maintenance
  - Update and/or development manuals (technical operation).

## V. Outputs or Deliverables

1. The assessment report on current data system of the DIMEX, CO division.
2. A webpage of the Department of Import and Export is designed and links with the website of the Ministry of Industry and Commerce.
3. A web-based application on administering the issuance of the Certificate of Origin is designed and developed.
4. Two weeks training for the CO's officers on the application of the new program is conducted.
5. The user guide/manual is developed.

**Costs related to this Consultancy:** The consulting firm will be responsible for all payments relating to this TOR for the design, development and finalization. For example, the consulting firm is responsible organize and pay for all costs related to meetings with Advisory Committee and technical team, consultation meetings, preparing and sending out invitations, meeting preparations, travel costs and other related costs, reporting expenses, including editing,

printing, dissemination, or other systems for video for convenient downloading from website/DVD or CD burning.

**Language and translation:** Under this TOR, all materials will be the DIMEX's products, produced in both Lao and English languages as indicated in the Deliverables; therefore, the consulting firm will be responsible for all translations, approvals and payments regarding these translations. The official Lao and English version will be approved by the Director of the concerned GOL office.

## **VI. Schedule for completion of tasks**

Duration of the assignment: 3 months from the date of award.

Start date: as soon as possible

## **VI. Reporting and review procedures to monitor consultants work**

1. The consulting company will report to the DIMEX on a regular basis. Schedule and progress report should be submitted to DIMEX.
2. DIMEX reserves the right to cancel the consultancy at any point of time if the performance is found to be unsatisfactory.

## **VIII. Expertise Required and Criteria for Awarding Contract**

Proposals will be assessed against the following criteria:

- (a) Completeness of the proposal; Incomplete proposals will be rejected.
- (b) Compliance with TOR (25 points)
- (c) Relevant experience in the field of the assignment (25 points)
- (d) Proposed methodology and schedule (25 points)
- (e) Qualification of Team Members (25 points)
- (d) Financial proposal – with detailed cost breakdown and covering all requirements

indicated in TOR

## **IX. Qualification and Experience:**

Proposed team members should have advanced degree in Communications, Information Technology or New Media. At least 5 years experience in web design, development and maintenance, with proven track record of successful web design activities. Expert knowledge of solutions for image editing, web programming, e-commerce and project management.

**UNDP General Conditions for Professional Services**

**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. OBLIGATIONS**

The contractor shall neither seek nor accept instructions from any authority external to the United Nations Development Programme in connection with the performance of its services under this Contract. The contractor shall refrain from any action, which may adversely affect the United Nations Development Programme and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations Development Programme. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations Development Programme or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations Development Programme.

**3. TITLE RIGHTS**

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

**4. 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.

## **5. INDEMNIFICATION AND INSURANCE**

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN 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.

## **6. TERMINATION**

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

## **7. SETTLEMENT OF DISPUTES**

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

## **8. 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.

## **9. 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.

## **10. 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.