



TERMS OF REFERENCE

PROCUREMENT TRAINING FOR EMBASSY OF IRELAND FUNDING TO PROGRAMME 135: HA GIANG, HOA BINH, QUANG TRI, TRA VINH AND KONTUM

Tender submission deadline; [20 November 2020: 16.30]

1. Background

On 15 November 2017, the Committee for Ethnic Minority Affairs (CEMA), representing the Government of Vietnam and the Embassy of Ireland in Vietnam, representing the Government of Ireland, signed a Financing Arrangement, agreeing a contribution of €12 million (€3M per annum) over the period 2017-2020 to support the construction of small-scale infrastructure under the Government of Vietnam's Programme 135 to contribute to ethnic minority poverty reduction in 5 provinces, Ha Giang, Hoa Binh, Quang Tri, Tra Vinh and Kon Tum.

As part of the support to the programme, the Embassy seeks to organise a package of training and coaching of the procurement processes for the Irish Aid funding in the five provinces, to be delivered to local officials. In order to facilitate this, the Embassy seeks to engage professional services from an auditing and/or procurement firm to deliver a package of training and coaching on the procurement processes of the Irish Aid funding in the five provinces. The trainers will be locally contracted.

This training will be provided over two years – in 2020 and 2021 – to coincide with the final two years of Irish Aid funding to Programme 135 which concludes in June 2022.

Purpose

- To assist provincial, district and commune staff involved in the management of procurement for Irish Aid-funded P135 projects to strengthen their existing procurement knowledge and practical skills, to ensure that they have sufficient capacity to perform the full range of procurement duties.
- To provide follow-up on-site coaching to participants after the training, during the implementation of the procurement process, in order to ensure that procurement processes are appropriately carried out.

2. Target group

About 30 to 50 participants from each province (150-250 overall) who are responsible for carrying out procurement processes; including planning, finance and procurement staff, will attend the training courses and receive follow-up coaching.

Participants will be provincial DEMA staff and project investment owners from districts and communes responsible for implementing Irish Aid-funded P135 projects. This target group has been selected to improve the management of procurement, as well as to facilitate an open discussion on procurement experiences, providing mutual benefit for all participants.

3. Activities

All activities will be conducted in Vietnamese. Materials for the training will be developed by the selected consultant with guidance from the Embassy of Ireland. There will be five individual training programmes, one in each province. Each training course will cover six main training components (described below). These will be carried out by combining formal training and workshop techniques (including group discussion and exercises). Throughout each component, there should be a focus on how to avoid common mistakes.

The training will be facilitated by a professional trainer from an auditing firm and/or by an internal audit/procurement expert.

1. General introduction about bidding: understanding the bidding law; using the online bidding system; posting bidding information on the bidding network; understanding the requirements for the bank guarantee in a competitive process; understanding the required conditions and qualifications of contractors in bidding; understanding the requirements for issuing tenderers' dossiers; list of acts which are prohibited in bidding.
2. Templates for contractor selection and bidding: Good contractor selection templates; frequent issues to look out for.
3. Bidding plan: Some important principles in the process of preparing a bidding plan; how to review, evaluate and approve plans based on the provisions of the bidding plan.
4. Select & recruit contractors: Terms & scope of contractor selection; contractor assessment and selection of contractor.
5. Types of procurement and how to implement them correctly: Direct appointed; and Competitive bidding:

Direct appointment is applied for packages such as: construction investment preparation; design and cost estimates; construction supervision; construction insurance, etc. Implementation steps to be covered include:

- Selection of short list
- Selection of contractor
- Evaluation of technical proposals
- Evaluation of financial proposals
- Negotiating contracts
- Submit, appraise, approve and publicize contractor selection results
- Solutions to overcome some common problems when conducting contractor appointment

National Competitive Bidding: Applicable to construction packages. Implementation steps to be covered include:

- Preparation of contractor selection
- Organization of contractor selection
- Evaluation of bids
- Negotiating contracts
- Submit, appraise, approve and publicize contractor selection results
- Solutions to overcome some common problems when conducting contractor appointment

6. Conflict of interest: understanding what constitutes conflict of interest, how to identify it, contextual issues/perspectives, how to mitigate it, the importance of transparency, declaring a potential conflict, documenting a declaration and recusal from relevant decision-making process.
7. Responding to issues arising.

After the training course, the trainer will visit the provinces during the procurement process to coach procurement staff in applying the principles of the training in practice, identifying gaps or issues and providing advice and support etc.

4. Outputs

The consultant firm must submit the following reports:

1. A short assessment report after the initial training, with a focus on key capacity needs and gaps, issues arising
2. 1-page back to office reports on each coaching visits, noting observations and identifying any recommendations, with a focus on capacity and gaps.

5. Duration

The training will be 2-3 days in duration. In 2020 and 2021, the training will be conducted during November-December in each province. The venue and other facilities will be managed by provincial Departments of Ethnic Minority Affairs (DEMA). The consultant firm should only submit a proposal for fees of the trainers.

The follow-up coaching will be performed in December of both years. The approach to be followed in arranging the coaching visits should be discussed and agreed with the Embassy and with each province. It is estimated that 30-50 days will be required to complete the consultancy.

6. Quality assurance and monitoring

Tenderer proposals will be thoroughly reviewed to ensure a proper approach/methodology is used to ensure the expected outputs are delivered. The successful tenderer will be briefed by the Embassy prior to commencing the assignment. The successful tenderer's work plan, training agenda and training materials will be required to be submitted prior to the training course and will be thoroughly reviewed. The Embassy reserves the right to review all training material and make changes as necessary.

7. Degree of expertise and qualification of the trainer(s):

- Internationally recognised Audit or Accountancy Qualification (CPA, ACCA etc.), Additional qualifications such as CIAs, Bidding certificate are beneficial;
- Trainers should have working experience in an auditor role and/or as a procurement specialist. Management experience is preferable;
- Trainers should have practical experience in successfully providing finance and audit training, including procurement, and coaching/mentoring both individually and in a team environment or workshop setting;
- Excellent understanding of local government procurement procedures and experience in procurement auditing;
- Experience with donor-funded projects and/or Embassies would be an advantage.

8. Process for applying & assessment

Tenderers should submit a proposal to the Embassy of Ireland by **16:30 on 20 November 2020**. The proposal must include:

1. An outline of the proposed approach to address the ToR (max 5 pages);
2. A brief statement on how the Tenderer's skills match the services required to the Embassy;
3. Full current CVs of all proposed consultants;
4. Copy of the organisation's registration certificate;
5. Cost estimate using Embassy of Ireland template (Appendix 1). This should include only fees of the trainers excluding VAT;
6. Declaration of Personal Situation (Appendix 2).

Eligibility Criteria

Tenderers will be considered only if they meet the following eligibility criteria:

1. Accountancy qualification, Membership of the Vietnam Association of Certified Public Accountants;
2. Established local presence in Vietnam;
3. A minimum of 5 years' experience with local government procurement procedures;
4. Confirmation of availability for whole contract duration.

All eligible Tenderers will be assessed according to the following award criteria for selection purposes:

Award criteria

The contract for the requested services will be awarded on the basis of Most Economically Advantageous Tender. Marks will be awarded according to the award criteria outlined in the table below. Tenderers must score the minimum marks in criterion 2, 3 and 4 in order to be considered for awarding of the contract. Failure to achieve the minimum mark of 50% in criterion 2, 3, 4 or 5 will result in the tenderer being eliminated.

Marks for cost will be allocated using the following formula:

Cost Score	=	Lowest Tendered Rate Tendered Rate under evaluation	x	Number of Marks Available
------------	---	--	---	---------------------------

Criteria	Marks Available	Min. Marks Required
1. Transparent Cost and fee rate structure	35	N/A
2. Technical capability including Team Composition	20	10
3. Relevant Experience, including of Vietnam context	15	7.5
4. Understanding of Requirements	10	5
5. Proposed Approach and methodology	20	10
Total Marks	100	N/A

Scoring Methodology (Award Criteria 2, 3, 4 and 5)

Score	Meaning	Interpretation
90%-100%	Outstanding	A very comprehensive response demonstrating extensive understanding, offering full assurance. Fully supported tender with no reservations.
80%-89%	Excellent	An excellent response demonstrating excellent understanding, offering assurance. Strongly supported tender.
70%-79%	Very Good	A very good response demonstrating very good understanding, offering assurance. Fully supported tender.
60%-69%	Good	A good response demonstrating good understanding, offering assurance. Well supported tender.
50%-59%	Satisfactory	An acceptable response demonstrating a minimum understanding, offering assurance. Satisfactorily supported tender.
Less than 50%	Unacceptable	Response demonstrates limited understanding with limited or insufficient or no detail with a risk of non-delivery

The following provision will apply to any tie-break situation occurring in the evaluation process:

If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall 'Qualitative' score shall be deemed the Most Economically Advantageous Tender.

9. Tender Submissions

Submissions should be emailed to minh.truong@dfanet.ie and be received no later than **16:30 on 20 November 2020**.

The closing date for receipt of clarification questions will be [Friday, 13 November, 2020].

Late tenders will not be accepted.

10. Appendices

Tenderers are required to include the following documents with their submission;

Appendix 1 – Financial Proposal

Appendix 2 – Declaration of Personal Circumstances

Appendix 3 – Confirmation of Bona Fides

11. FOI

It should be noted that any correspondence with Embassy Hanoi in relation to this service is subject to the application of Ireland's Freedom of Information legislation. This applies to the services under the contract and not the tendering and contracting process.

12. Project Officer

Minh Truong, Senior Finance and Audit Advisor, Embassy of Ireland, Hanoi will manage the services provided by the external consultants.

13. Governing Laws

The work carried out by the Consultant, irrespective of where their offices are located, shall be deemed to be carried out in Vietnam and shall be governed by the laws of Vietnam.

9. General Terms and Conditions

Conflict of Interest

Tenderers must disclose in their submissions details of any circumstances, including personal, financial and business activities that will, or might, give rise to any conflict of interest associated with any current or previous engagement/programme undertaken, or any relationship that may reasonably be perceived to potentially conflict or impact on their ability to participate in the Tender Process or fulfill the requirements of the engagement. This also includes any sub-contractor.

Failure to disclose a material conflict of interest may disqualify a Tenderer or cause the termination of any subsequent contract and entitle the Embassy to seek remedies, such as cost or compensation for loss.

Where Tenderers identify any potential conflicts they should state how they intend to avoid such conflicts. The Embassy reserves the right to reject any submission which, in our opinion, gives rise, or could potentially give rise to, a conflict of interest.

Tenderers or any of their affiliates shall not be assigned any engagement which, by its nature, may be in conflict with another engagement of the tenderer. The Embassy may accept the participation of a consultant that has been engaged in the preparation of a project if it can be demonstrated that no unfair advantage is given to the consultant and that the tendering process offers equal opportunities to all Tenderers. A declaration form (Appendix) must be signed to this effect. A detailed quotation for the service (see attached Appendix III) must be submitted together with the proposal.

Abnormally Low Tenders

The Embassy will investigate tenders they consider abnormally low and seek explanations from suppliers about the price or cost. The Embassy may reject the tender where the evidence supplied does not satisfactorily account for the low price. Rejection is mandatory in cases where the Embassy has established that the abnormally low price or costs proposed results from non-compliance with all applicable obligations in the fields of environmental, social and labour applying under relevant international conventions at the place where the works are carried out or the services provided.

Publication

Rights concerning the production of reports or any other business documentation and those relating to their reproduction and publication will remain the property of the Embassy. No document based, in whole or in part, upon the work undertaken in the context of the Contract awarded following this tender may be published except with the prior formal written approval of the Embassy.

Tendering Costs

The Embassy will not be liable in respect of any costs incurred by Tenderers in the preparation of tenders or any associated work effort, including the supply of equipment, where relevant, for evaluation and the return of such equipment to tenders, following such evaluation.

Content of Tender

Information supplied by tenders will be treated as contractually binding. However, the Embassy reserves the right to seek clarification or verification of any such information. Post-tender qualifications or revisions will not be acceptable and may invalidate the tender.

The Embassy reserves the right to update or alter the information contained in this document at any time, but not later than 7 days before the closing date of the call for tender. Participating tenders will be so informed, should the need arise.

The Embassy reserves the right to request additional information from the tenders after the closing date.

Interpretation of the Tender

It is the duty of the tenderer to fully understand and correctly interpret this tender. At all times, the tenderer has the responsibility to notify the Embassy, in writing, of any ambiguity, divergence, error, omission, oversight, or contradiction contained in this tender, as it is discovered, or to request any instruction, decision, clarification or direction that tenderers may require to prepare a Tender.

Whilst every endeavour has been made to give Tenderers an accurate description of the requirements, Tenderers should form their own conclusions about the methods and resources needed to meet these requirements. The Embassy does not accept responsibility for Tenderers' assessment of the requirements.

Tender Acceptance or Rejection

The Embassy reserves the right to hold Tenderers strictly to the terms and conditions submitted in their Tenders and reserves the right to accept or reject in whole, or in part, any or all Tenders in response to this tender. Tenderers are specifically notified that failure to comply with or respond to any part of this tender (other than elements clearly indicated as optional) may result in rejection of their Tender as non-compliant. Tenderers whose tenders are not accepted will be notified in writing on finalisation of the competition.

Termination of tender process

The Embassy may, in its absolute discretion:

- Change the basis of, or the procedures (including the timetable) relating to the tender process;
- Reject any or all of the tenders;
- Invite Tenderers to proceed further at any stage of the tender process;
- Do such things or engage in such actions as it deems necessary to ensure that the Services and provision thereof yield value for money;
- Furnish Tenderers with additional information in respect of any aspect of the Services; or
- Abandon the tender process.

APPENDIX 1

FINANCIAL SUBMISSION TEMPLATE

CONTRACT INPUTS AND FEE RATES

Tenderers are requested to complete the pricing template below with the fixed daily professional fee rate in respect of the services specified in the Terms of Reference. This fee quoted must be inclusive of all costs (facilities, equipment, supplies, telephone, email, IT, institutional levy and any other third party costs) all exclusive of VAT.

This fee shall be fixed for the duration of this engagement, including any permitted extensions. The fee rates quoted must relate to productive (working) time.

TRAVEL AND SUBSISTENCE COSTS ARE NOT REQUIRED IN THIS SUBMISSION.

All travel costs/subsistence/travel expenses required to be undertaken for the purposes of the external professional services will be payable at normal EU-UN cost norm rates.

TOTAL CONSULTANT COSTS

(Please complete the relevant sections of the staff costs schedule below)

Name of Contractor	No. of Days	Daily Professional Fee Rate	Total Cost (Excluding VAT)
Total Professional Fee Costs (Excluding VAT)			

APPENDIX 2

PERSONAL SITUATION DECLARATION FORM

This Declaration of compliance with Vietnamese law **must** be signed by all **Contractors/Suppliers**.

Name of Contractor/Supplier:	
Address:	
Country:	

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Mandatory Eligibility Criteria will be assessed as a "Fail".

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Discretionary Eligibility Criteria may be assessed as a "Fail" and the Contractor/Supplier may, at the discretion of the Contracting Authority not be admitted to the tender.

Please enter Yes or No as appropriate to the following statements relating to the current status of your organisation and/or any director or person(s) who has power of representation, decision or control over the organisation.		Yes/No
Mandatory Eligibility Criteria		
1.	The Contractor/Supplier has been the subject of conviction by final judgment of participation in a prescribed criminal organisation, as defined under Vietnamese law within the last five years.	
2.	The Contractor/Supplier has been the subject of conviction by final judgment of corruption, as defined in the law of Vietnam within the last five years.	
3.	The Contractor/Supplier has been the subject of conviction by final judgment of fraud within the meaning of Vietnamese law within the last five years.	
4.	The Contractor/Supplier has been the subject of conviction by final judgment of terrorist offences or offences linked to terrorist activities, as defined in Vietnamese law, or of inciting or aiding or abetting or attempting to commit an offence, within the last five years.	
5.	The Contractor/Supplier has been the subject of conviction by final judgment of money laundering or terrorist financing, as defined in Vietnamese law within the last five years.	
6.	The Contractor/Supplier has been the subject of conviction by final judgment of child labour or other forms of trafficking in human beings, as defined in Vietnamese law within the last five years.	
7.	The Contractor/Supplier has breached their obligations relating to payment of taxes or social security contributions in Vietnam and this breach has been established by a judicial or administrative decision having final and binding effect in in Vietnam within the last five years.	
If you have answered Yes to Question 7, please provide details of the relevant amount including:		

- a. confirmation of whether you have paid, or have entered into a binding arrangement with a view to paying the outstanding tax or social security contributions including any accrued interest and/or fines; or
- b. details of whether you were informed of the exact amount due following the breach and at such time that it did not have the possibility of taking measures as outlined above before the expiration of the deadline for submitting this tender.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CONTRACTOR/SUPPLIER'S ORGANISATION.

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this Declaration may lead to my organisation being excluded from participation in this and future competitions.

Signed on Behalf of the Contractor/Supplier identified above, by :-

Signed: [ORIGINAL Signature]	
Print Name:	
Position:	
E-mail Address:	
Date:	

APPENDIX 3

Confirmation of Bona Fides

We the undersigned do offer in accordance with the Terms of Reference specified therein to provide procurement training for Embassy of Ireland Hanoi funding to Programme 135 at the daily fee rate set out in Appendix I and subject in all respects to Embassy of Ireland, Hanoi Terms of Reference published with this call for tenders which we have read and accepted.

We confirm that all information and commitments contained in or referred to in our tender are (i) accurate and correct, and (ii) accurately reflect our actual current operational and financial capability.

We confirm that our tax affairs are in order and that, if awarded the contract, we will be in a position to provide the Embassy promptly with a current valid Tax Certificate.

We confirm that this Tender shall remain irrevocable open for acceptance by you for a period of 12 months from the closing date for receipt of tenders and it shall remain binding upon us for that period or such other period as we may agree.

We acknowledge that no legally binding agreement exists between us unless and until our offer is accepted by you and a contract in the form set out in this request for tenders has been concluded.

We understand that the Minister of Foreign Affairs is not bound to accept the lowest or indeed any tender it may receive and may abandon or terminate the tender process at any time.

Signature of tenderer or authorised agent:

Printed Name:

Name of Tenderer:

VAT No:

Postal Address:

Telephone no:

E-mail: