



**Terms of Reference for Consultant to Support Design of Pilot Approach to  
Reach the Furthest Behind in Central Vietnam**

**1. Introduction**

Ireland, through its Embassy in Hanoi, has supported ethnic minority development policy and programming in Vietnam for over 15 years. Over the course of this period, Ireland has provided significant funding totalling over €81 million directly in support of ethnic minority communities in disadvantaged areas of the country. Most of this (€71 million) has been channelled through the Government's Programme 135 for construction of infrastructure to improve access to essential services and livelihoods for the poorest and most remote communes in ethnic minority and mountainous areas. Some €2.2 million has been provided to the Committee for Ethnic Minority Affairs (CEMA) for technical assistance to enhance capacity and policy development. The balance (€7.8 million) has been directed to projects implemented by Vietnamese and international NGOs and multilateral organisations to support community-led development to complement the infrastructure support and maximise its impact. This includes the Ethnic Minority Partnership for Resilience and Opportunity (EMPRO) partnership, which since 2017 has supported ethnic minority communities in five provinces.

Complementing this financial assistance, the Embassy of Ireland has also led coordination of development partners working in the area of ethnic minority development through co-chairing of the Ethnic Minority Working Group, and has actively contributed to strategic dialogue and policy development at the national level. This includes support to development of the National Targeted Programme for Socio-Economic Development in Ethnic Minority and Mountainous Areas - NTP-SEDEMA – which was approved by the Government of Vietnam in October 2021.

**2. Background**

In preparing for development of a new five-year Strategy for Ireland's engagement in Vietnam; a number of evaluations and analyses undertaken in 2021 have provided useful lessons and findings in relation to Ireland's support in the area of ethnic minority development over preceding years, among other areas of cooperation. These findings are informing development of the new strategy, which will align closely to Ireland's international development policy, *A Better World*. The overarching goal of *A Better World* is to reduce poverty, hunger and humanitarian need by reaching the furthest behind first; with particular priority given to climate action, gender equality and strengthened governance.

As part of this, the Embassy plans to design a new approach that builds on Ireland's legacy engagement in supporting disadvantaged ethnic minority communities but with more focused interventions that can be piloted in 2022, and that link to other areas of Ireland's support. Based on results achieved, it is expected that this could be further expanded into a multi-annual programme from 2023 onwards.

The proposed new initiative will build on previous interventions supported by the Embassy, while using the lens of "the furthest behind" to prioritise where Ireland's support might be best targeted. In light of Ireland's previous engagement and partnerships in some Central Vietnam provinces, the new initiative will be piloted in two provinces in this region in 2022 through a small number of partners, and will target some furthest behind communities or groups to be determined in both provinces. These will likely be neighbouring provinces to allow for maximum synergies and efficiencies through clustering of activities.

Central to the Embassy's pilot approach will be continued support to ethnic minority communities in the two provinces; building on existing strong partnerships with CEMA (at national and provincial levels) and civil society and multilateral agencies with expertise in this area. Ethnic minorities account for 86% of the poor in Vietnam according to the latest figures from the World Bank and will continue to constitute 'the furthest behind' in very remote areas in particular. However, the furthest behind is not defined solely by poverty; and other vulnerable groups will also be considered for support. These include but are not limited to: communities living in areas with landmines and unexploded ordnance; people living with disabilities (including victims of war remnants) and their families; girls at risk of exploitation, abuse and early marriage; malnourished children and mothers; and communities vulnerable to floods, landslides and other natural disasters resulting from climate change.

### **3. Purpose and objectives - design of a pilot programme for Central Vietnam**

The Embassy of Ireland seeks to engage a consultant to provide support in designing a new approach to reach the furthest behind in two provinces of Central Vietnam. The selection of the provinces will be based on a targeting approach that will be developed in the initial stages of the assignment. Once developed, the approach will be piloted in 2022 through select partnerships with tangible outputs. Progress will be assessed with respect to results achieved across the interventions; effectiveness and value add of a cluster approach to programming in the select provinces, and potential for expansion and scale-up from 2023 onwards.

Central Vietnam is home to several ethnic minority groups that represent a small proportion of the general population but a high proportion of the very poor, living for the most part in mountainous areas bordering Laos. These communities survive through subsistence farming and foraging but due to poor quality of land, existence of unexploded ordnance and mining, and volatile climatic conditions, they face frequent shocks which further undermine their development and coping mechanisms. Poor communities in these provinces also face considerable challenges in accessing basic services due to their remoteness and inadequate infrastructure. In addition to low education attainment, particularly for girls, high levels of stunting amongst children and higher than average incidence of child marriage, these communities are also very vulnerable to climate change; with annual storms, floods and landslides impacting their livelihoods and further eroding their resilience.

Design of the new pilot programme will incorporate development of a targeting approach to identify how best Ireland's support can be targeted to those with greatest needs, balanced against capacity for engagement and potential modalities of support. The recommended approach should also incorporate a strong gender transformative approach and should be informed by lessons learned from support to date across the Embassy's development cooperation programme. It should also align, where possible, to Ireland's global policy priorities and recommendations for efficient and effective implementation. With respect to how the initiative will be implemented, the pilot should be designed in such a way as to minimise the number of implementing partners while ensuring robust financial risk management.

### **4. Methodology**

- I. The consultant will begin by reviewing the results achieved over the previous strategy period and the findings and recommendations arising from the reviews conducted in 2021 (including the evaluation of EMPRO, the review of the Mission Strategy 2017-2020 and other specific and relevant project evaluations).
- II. The consultant will review relevant national policy and programmes and will meet with the Embassy team and key interlocutors to discuss how the development cooperation programme aligns with the policy framework and to identify gaps in support, and opportunities for Ireland.

- III. The consultant will be expected to travel to the two target provinces to engage with the local Government and assess needs and capacity, and will map activity of other development partners in both provinces to avoid any overlap or duplication of support. The location and sequencing of the field work may be subject to change and the consultant will be expected to be flexible.
- IV. Based on desk research (including review of similar programmes funded by other development partners) and (where feasible) fieldwork, the consultant will develop targeting criteria and proposed interventions in consultation with Embassy officials for potential funding by Ireland. The criteria should reflect Ireland's policy priorities, particularly gender, while building on lessons learned from previous engagement and the proposed interventions should meet clearly defined needs where Ireland's support can add value. *While the primary target group will be communities in two provinces of Central Vietnam, there is potential for some activities to be replicated elsewhere in future so the recommended interventions should have broad application.*
- V. S/he will design an approach to pilot implementation of the recommended interventions in 2022 that incorporates a set of targets and indicators that can be measured by the end of the implementation period, along with potential intervention strategies. Design should reflect recommended modalities for implementation that are effective, efficient and innovative; informed by analysis of the local context and capacity.
- VI. Finally, the consultant will develop a concept note summarising the approach, rationale and expected results. It will set out the targeting and selection criteria for beneficiaries in the two provinces, and recommended modalities of support. Based on this concept note, the Embassy will issue a call for proposals in order to select a limited number of implementing partners or establish appropriate implementation arrangements in line with risk management standards.

## 5. Timeframe

A maximum of 20 working days will be available for this assignment. This will incorporate an initial period of design and development with initial draft outputs to be completed by 10<sup>th</sup> December 2021. This should include desk reviews, interviews, fieldwork (where feasible) and writing.

Days may be carried into 2022 for finalisation of documentation, facilitation of a workshop to present outputs to Embassy staff and potential partners and for any field work that might not be possible in the immediate period due to Covid-19 restrictions.

The Embassy estimates that the contract will be in the value range of €6,000 including all professional fees and any associated travel.

The consultant is free to take up other work at the same time with another agency or company, as long as this does not conflict in any way with the work undertaken for the Embassy.

## 6. Key Outputs from Consultancy

- (i) An initial workplan with timeline of planned meetings, interviews and expected milestones.
- (ii) A paper for the Embassy of Ireland which summarises the pilot approach for Ireland's engagement in Central Vietnam in 2022, including overall goal, expected results, targeting criteria, suggested intervention strategies and modalities for implementation, and an indicative budget. Identification of possible synergies with other areas of focus of the Embassy (such as in research and higher education) would be welcomed.

- (iii) A concept note that can be shared publically inviting proposals for potential partners to implement the pilot that summarises the rationale, targeting approach and expected results with suggested indicators and strategy to measure progress and impact.
- (iv) Facilitation and documentation of a workshop with Embassy staff and prospective partners.

## **7. Qualifications and Experience Required**

***For a consultant's submission to be considered, the following criteria must be met:***

- An advanced university degree (masters or equivalent) in international development, gender studies, climate change, or a related field.
- Minimum ten years of experience from leading the design, execution, and/or management of multi-sectoral programmes in development contexts. Strong programme design skills, including capacity to prepare logical, coherent, and consistent technical documents and budgets.
- Ability to integrate different experiences, methodologies, and approaches from a diverse range of stakeholders, organisations, and technical experts from multiple sectors.
- Excellent English speaking/writing skills required with strong communication competencies.
- Familiarity with the development context in Vietnam required; and with ethnic minorities-
- Has the facilities and flexibility to work remotely, if required, in line with public health advice.
- Fluency in Vietnamese an advantage.

Failure in any one of these critical requirements may lead to elimination from the competition in advance of further evaluation.

## **8. Management arrangements**

The consultant will report in the first instance to the Deputy Head of Development, Embassy Hanoi. The consultancy will be based out of Hanoi, Vietnam. Travel to Central Vietnam will be required for field research and key informant interviews, particularly with local authorities. The feasibility of travel will be assessed on an ongoing basis in coordination with the Embassy. Contact with stakeholders may be in-person or remotely, depending on prevailing public health guidance.

## **9. Language**

All key deliverables will be delivered in English. Communication with the Embassy management team will be in English. Key informant interviews may be conducted in English or Vietnamese, depending on the interlocutor. Interpretation can be provided by the Embassy for key informant interviews which are required to take place in Vietnamese.

## **10. Tender Proposals**

The following details are required:

- An outline of the proposed approach to address the Terms of Reference presented above, including methodology and an indicative timeline for each element of the work within the overall time parameters;
- Full detailed qualifications of consultant, highlighting relevant skills and experience, and evidence of similar projects undertaken;
- A brief statement on how the consultant sees their skills matching the requirements
- Confirmation of availability and ability to meet the timescale indicated; and
- Financial submission, as per the details outlined in Appendix 1.

## 11. 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 and 3 in order to be considered for awarding of the contract. Failure to achieve the minimum mark of 50% in criterion 2 or 3 will result in the tenderer being eliminated.

Marks for cost will be allocated using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Number of Marks Available}$$

Qualifying Question		
Are you available to take part in the engagement and able to meet the timeframe set out in the Terms of Reference for the overall assignment?		Yes/No
Please note that a “No” response will exclude the Tenderer from the competition.		
Award Criteria	Marks Available	Min. Marks Required
1. Cost	30	N/A
2. Quality of the Proposal, methodology and understanding of the terms of reference	35	17.5
3. Demonstrated skills, competencies and experience	35	7.5
<b>Total Marks</b>	<b>100</b>	N/A

### Scoring Methodology (Award Criteria 2 and 3)

Score	Meaning	Interpretation
90%-100%	<b>Outstanding</b>	A very comprehensive response demonstrating extensive understanding, offering full assurance. Fully supported tender with no reservations.
80%-89%	<b>Excellent</b>	An excellent response demonstrating excellent understanding, offering assurance. Strongly supported tender.

70%-79%	<b>Very Good</b>	A very good response demonstrating very good understanding, offering assurance. Fully supported tender.
60%-69%	<b>Good</b>	A good response demonstrating good understanding, offering assurance. Well supported tender.
50%-59%	<b>Satisfactory</b>	An acceptable response demonstrating a minimum understanding, offering assurance. Satisfactorily supported tender.
Less than 50%	<b>Unacceptable</b>	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.

It may be necessary for the Embassy to request clarification of information provided in a tender. Tenderers may be requested to attend a meeting (via telephone or in person) to clarify their tender and provide the opportunity for the Evaluation Committee to ask questions. In such cases, the Project Officer will be responsible for managing and coordinating the clarification process. This clarification does not allow tenderers to revise their original offer and therefore no new or additional information will be requested or permitted during interview.

## 12. Tender Submissions

Submissions should be emailed to [irishembassyhanoi@dfanet.ie](mailto:irishembassyhanoi@dfanet.ie) and be received no later than **16:30 on 15<sup>th</sup> November 2021**.

The closing date for receipt of clarification questions emailed to [To.Ngocanh@dfanet.ie](mailto:To.Ngocanh@dfanet.ie) will be 16.30 on 8<sup>th</sup> November.

Late tenders will not be accepted.

## 13. Appendices

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

Appendix 1 – Financial Submission

Appendix 2 – Confirmation of Bone Fides

Appendix 3 – Declaration of Personal Circumstances

## **General Terms and Conditions**

### **Content, Interpretation and Evaluation 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.

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 the Tenderers' assessment of the requirements.

The Embassy reserves the right to hold Tenderers strictly to the terms and conditions submitted in their Tenders and also 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 those 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.

### **FOI**

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

### **Governing Laws**

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

### **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.

### **Conflict of Interest**

Any conflicts of interest involving a consultant (or consultants in the event of a consortium bid) must be fully disclosed to the Embassy, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tender.

### **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.

### **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 the Tenderers' assessment of the requirements.

### **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)

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

## **APPENDIX 2: Confirmation of Bona Fides**

We the undersigned do offer in accordance with the Request for Tenders (RFT) specified therein to provide consultancy services for the Embassy of Ireland, Hanoi at the daily fee rate set out in Appendix I and subject in all respects to the Terms of Reference (TOR) 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 Clearance 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 for 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:

### APPENDIX 3: PERSONAL SITUATION DECLARATION FORM

Name of Tenderer:

Address:

Country:

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

(1) The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.

Yes  No

(2) The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.

Yes  No

(3) The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgment which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.

Yes  No

(4) The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in any State in which the tenderer is located.

Yes  No

(5) The Tenderer, a Director or Partner has been found guilty of fraud.

Yes  No

(6) The Tenderer, a Director or Partner has been found guilty of money laundering.

Yes  No

(7) The Tenderer, a Director or Partner has been found guilty of corruption.

Yes  No

(8) The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.

Yes  No

(9) The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.

Yes  No

(10) The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.

Yes [ ] No [ ]

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'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 tenders.

SIGNATURE DATE:

NAME TEL: