

## **TERM OF REFERENCE**

### **Provision of English Training Programme for Government Officials, Lao PDR**

#### **1. Background**

Ireland, through the Irish Aid programme managed by Embassy of Ireland in Hanoi, has a long-standing partnership with Lao PDR to support sustainable economic development.

Ireland's Mission Strategy captures Ireland support to Lao PDR through a number of established partnership through Ministry of Foreign Affairs (MOFA), Ministry of Planning and Investment (MPI), Ministry of Industry and Commerce (MOIC).

One specific area of support requested by the Lao PDR Government is English language training for Lao Government personnel. During the period 2017 - 2020, the Embassy has supported English training courses for 97 government officials.

The Embassy administers the Ireland-Asia Fellows Programme to nurture future Asian leaders, women and men, to develop in-country capacity to achieve national SDG goals, and to build positive relationships between Ireland and Asia. This scholarship programme is open to Lao nationalities.

The Embassy is now seeking a Vientiane- based Service Provider to provide English training programmes, including General English training and Academic and IELTS preparation training in Lao PDR in 2021

#### **2. Purpose and objective**

The purpose of the training service are:

- To provide Lao Government officials with the English skills and strategies to perform more effectively in professional and international settings with a lexical focus on bilateral development and international co-operation issues.
- To improve academic language function and capability and to enhanced ability of selected candidates under the Ireland-Asia Fellows Programme to study independently and understand the demands and expectations of international post graduate level study.

#### **3. Scope of work**

The service provider is responsible for

- To design and deliver the 02 training programme on General English and Academic English and IELTS preparation in line with learner's needs and the above objectives
- To coordinate with the Embassy and the Embassy's partner organisations for placement arrangement
- To report, monitor and evaluate in compliance with the Embassy's requirements
- To provide pastoral care and support to students

#### **4. Methodology and Output**

- Class room learning will be applied. Learners will be released from work to attend classes (AM) on weekdays

- In case social distancing is required due to COVID 19, the possibility of virtual classes will be discussed.

## **5. Timeframe**

The training is expected to start no later than August 2021 and end by May 2022

## **6. Selection criteria of service provider**

The professional service provider must have, and be able to demonstrate, the required technical, professional and skill base as outlined below:

- Demonstrated sound organisational capacity with sufficient human resources and technical capacity to deliver on the outlined scope of the service
- Demonstrated experience with other donors and similar services
- Ability to deliver the service within the required time frame
- Cost proposal

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

## **7. Tender Proposal**

The following details are required:

- An outline of organisation profile
  - Overview of the institution history
  - Staff size, qualification and staff management capacity
  - Quality assurance
  - Financial management system
  - Learning facilities, system and resources
  - Student support
  - Capacity to administer IELTS test:
  - Relevant skills and experience, and evidence of similar projects undertaken
- 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;
- A brief statement on how the service provider sees their skills matching the requirements
- Financial submission including the indicative cost per hour for General English Training course and Indicative cost per hour for IELTS training courses (If you have different cost schemes, please elaborate in details). An overall cost plan with the total value not exceeding 20,000 Euro is required.

## **8. 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 1 and 2 in order to be considered for awarding of the contract. Failure to achieve the minimum mark of 50% in criterion 1 or 2 will result in the tenderer being eliminated.

Marks for cost will be allocated using the following formula:

<b>Cost Score</b>	=	$\frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}}$	x	<b>Number of Marks Available</b>
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<b>Criteria</b>	<b>Marks Available</b>	<b>Min. Marks Required</b>
1. Quality of the Proposal, methodology and understanding of the terms of reference	35	17.5
2. Demonstrated skills, competencies and experience	35	17.5
3. Cost	30	N/A
<b>Total Marks</b>	<b>100</b>	N/A

### Scoring Methodology (Award Criteria 1 and 2)

<b>Score</b>	<b>Meaning</b>	<b>Interpretation</b>
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>Satisfy</b>	An acceptable response demonstrating a minimum understanding, offering assurance. Satisfacily 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.

## **9. Tender Submissions**

Submissions should be emailed to [irishembassyhanoi@dfanet.ie](mailto:irishembassyhanoi@dfanet.ie) and be received no later than 12:00 noon 27<sup>th</sup> July 2021. Late tenders will not be accepted.

## **10. Questions and Answers**

Tenderers may submit questions relating to this tender competition in writing to [irishembassyhanoi@dfanet.ie](mailto:irishembassyhanoi@dfanet.ie)

The closing date for the receipt of clarification questions is 13<sup>rd</sup> July 2021. This deadline is to give tenderers sufficient time to reflect on any additional information provided.

The Embassy will reply to all tenderers questions received before the clarification deadline.

## **General Terms and Conditions**

### **Conflict of Interest**

Any actual or potential conflict of interest, whether personal, professional or commercial, must be fully disclosed in writing to the Embassy and on an on-going basis throughout this competition and the term of the contract as soon as any actual or potential conflict becomes apparent.

In the event of an actual or potential conflict of interest, the Embassy will, in its absolute discretion, decide on the appropriate course of action, which may involve the exclusion of the relevant Tenderer from the process. If the Embassy determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Tenderer has demonstrated to the reasonable satisfaction of the Embassy that appropriate safeguards and measures to manage the conflict have been put in place, then the Embassy may decide to take no action.

The Embassy may, in its absolute discretion, decide to terminate the contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Tenderer to the Embassy either before the contract was awarded or where an actual or potential conflict arose during the contract and was not brought to the attention of the Embassy.

### **Tendering Costs**

Tenderers shall bear all costs associated with participating in the competition, including but not limited to the preparation, submission and clarification of their tenders. The Embassy will not be responsible and/or liable for any costs, expenses, or losses which may be incurred by the Tenderer in connection with its participation in the competition, regardless of the conduct or outcome of the tender process.

### **No Liability**

The information contained in this TOR does not purport to be comprehensive or to have been independently verified. Nothing in this TOR will be construed as legal, financial or technical advice.

The Embassy shall have no liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements or for the reasonableness of any assumption made in this TOR. The Embassy will incur no liability or responsibility arising out of, or in respect of, this TOR.

### **No Legal Obligation**

No contractual relationship, implied or otherwise, or any other legal obligation (including with regard to this competition) will arise between a Tenderer and the Embassy until the contract has been executed by the Embassy and the successful Tenderer and any conditions precedent to its effectiveness have been fulfilled.

## **Governing Law and Jurisdiction**

This TOR and the contract shall be governed by and construed in accordance with [Country] law and will be subject to the exclusive jurisdiction of the courts of [Country]. Should there be any conflict between the terms of this TOR and any applicable laws and regulations, the latter will prevail.

## **Confidential Information**

If a Tenderer considers that any of the information supplied in its tender should not be disclosed because it is confidential, the Tenderer should, when providing the information, identify that information as “confidential” and specify reasons for its confidentiality.

The Embassy will determine, in its absolute discretion acting reasonably, whether such information should be treated as confidential.

## **Right to Amend or Terminate the 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.

## **Addendum to TOR Documents**

The Embassy will notify Tenderers of its intention to amend the TOR or to clarify any aspect of the TOR by issuing a notice. Such notice shall provide details of the amendments or clarifications and may require the Tenderer to contact the Embassy for further information. The Embassy shall issue a written notice giving full details of such amendments or clarifications. Such notices shall form part of the TOR and may subsequently be incorporated into and form a part of the contract. Each Tenderer is responsible for reviewing the notices in connection with the TOR.

## **Interference, Collusion or Canvassing**

Tenderers who endeavour to influence, collude, induce or interfere in any way with the evaluation process or any award decision may have their tender rejected.

If any Tenderer is found to have, at any time, offered to give, or, to have agreed to offer, or, given to any person, any bribe, gift, gratuity, commission or consideration of any kind or an inducement or

award for the taking of or forbearing to take any action in relation to the obtaining of its tender, or showing or forbearing to show any favour or disfavour to any person in relation to its tender, the tender submitted by such Tenderer may be disqualified and the circumstances surrounding such action may be referred to the appropriate authority. Any attempt by a Tenderer to influence the process of the tender evaluation or the award of the contract through canvassing, or, other means, may result in that tender being rejected.

### **Language**

The tenders and all related correspondence must be in the English.

### **Abnormally Low Tenders**

The Embassy may reject a tender containing Fees that it considers to be abnormally low, and any such tender will not form part of the evaluation process. A formal review with the Tenderer involved will take place in advance of an Abnormally Low tender decision.

### **Tender Validity Period**

Tenders shall remain valid for twelve calendar months from the Response Deadline (as defined in section 6.1 of this TOR) for receipt of tenders (the “Tender Validity Period”).

### **Freedom of Information and Data Protection**

The Embassy is subject to the provisions of the Freedom of Information Act 2014 as well as other legislation governing access to information. Therefore, where Tenderers consider any information they provide in the course of this competition to be commercially sensitive or confidential in nature, they should identify that information as “commercially sensitive” or “confidential” and specify the applicable reasons. The nature of the documentation may then be taken into account by the Embassy in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. Where required by law, the Embassy will consult with Tenderers before making a decision on a request received. The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that on conclusion of a contract for the supplies and services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.

The submission of any personal data (including any personal data contained in any curriculum vitae) (“Personal Data”) with a tender shall be deemed to constitute confirmation from the Tenderer that any such disclosures of Personal Data to the Embassy are lawful such that the Embassy is able to evaluate the tenders. Once it obtains any Personal Data, the Embassy will act as data controller of such data and will retain it for (a) in respect of an unsuccessful tender, up to one year following completion of the appointment of the successful Tenderer and (b) in respect of a successful tender, up to seven years

following completion of the contract. For further information in relation to how the Embassy processes personal data, including a person's various rights under data protection law and details of how to contact the Embassy

### **Insurance**

The contract shall ensure that they are adequately insured on normal and customary terms against the risks which may arise or be occasioned by the work to be carried out and in particular, shall ensure that such insurance includes (without limitation) employers liability insurance, public liability insurance and professional indemnity insurance with an adequate limit having regard to the nature and extent of such work.

The contract undertakes to furnish the Embassy upon request with copies of all such insurance policies together with evidence that all associated premiums have been duly paid up to date.



## Appendix 1

### **Financial Submission**

Tenderers are requested to complete the pricing schedule below with the fixed daily rate and/or reimbursable expenses if any in respect of the outputs specified in the Terms of Reference. The costs should be quoted in EUR exclusive of VAT or any Government levies.

Tenderers should provide details of all proposed charges including any commission arising on foreign exchange charges. This listing must be a complete list of any charges which will be levied and no other charges may be raised for the duration of the contract, with the exception of any Government mandated charges / levies. These charges should not be increased during the contract duration.

Appendix 2

**Tenderers' Statement**

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer]

**TENDERERS' STATEMENT**

**TO: The Embassy of Ireland, Hanoi**

**RE:**

Having examined your Terms of Reference () including the Qualification and Award Criteria, Requirements and Specifications, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in .
2. We accept all the Qualification and Award Criteria as set out in the .
3. We agree to provide the Contracting Authority with the Services in accordance with the and our Tender.
4. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the closing date for the receipt of Tenders.
5. We acknowledge that the does not constitute an offer to enter into a contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. The Contracting Authority may, at its absolute discretion, cancel this public procurement competition at any time prior to a formal written contract being executed by and on behalf of the Contracting Authority.
6. We satisfy the Qualification and Award Criteria as set out in the and, if requested by the Contracting Authority, shall immediately furnish such evidence if requested.

**SIGNED (Authorised Signature)**

**Company**

**Print name**

**Address**

**Date**

Appendix 3

## Declaration of Personal Circumstances

### Declaration

**THIS DECLARATION, DULY COMPLETED, MUST BE SUBMITTED BY ALL TENDERERS**

**Name of Tenderer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Country:** \_\_\_\_\_

<p><b>Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.</b></p>
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- (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 credits 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 credits or of any other similar proceedings under national laws and regulations.  
Yes [ ] No [ ]
  
- (3) The Tenderer, a Direc or Partner, has been convicted of an offence concerning his professional conduct by a judgement 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 Ireland or any other State in which the tenderer is located.  
Yes [ ] No [ ]
  
- (5) The Tenderer, a Direc or Partner has been found guilty of fraud.  
Yes [ ] No [ ]
  
- (6) The Tenderer, a Direc or Partner has been found guilty of money laundering.  
Yes [ ] No [ ]
  
- (7) The Tenderer, a Direc 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: \_\_\_\_\_

POSITION \_\_\_\_\_

FAX: \_\_\_\_\_