

## ANNEX II: TERMS OF REFERENCE

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# 1 BACKGROUND INFORMATION

## 1.1 Partner country

Lao People's Democratic Republic (Lao PDR)

## 1.2 Contracting authority

The European Union, represented by the European Commission on behalf and for the account of the Beneficiary Country.

## 1.3 Country background

The Lao People's Democratic Republic (Lao PDR), commonly known as Laos, is a country in South East Asia with a population of approximately 7.6<sup>1</sup> million and shares borders with China, Vietnam, Cambodia, Thailand and Myanmar. Laos is a communist, one-party state led by the Lao People's Revolutionary Party (LPRP) since 1975. The population is predominantly rural (62%) however there is an increasing drift towards more urban areas (38%). It has a youthful demographic profile, with a median age of 24.6<sup>2</sup> years in 2024.

Ethnic diversity is significant with the Lao government officially recognising 50 ethnic groups though the real total is estimated to be considerably higher. More than 200 different dialects and languages are spoken comprising four main ethno-linguistic groups of Lao-Tai (62.4%), Mon-Khmer (23.7%), Hmong-Iu Mien (9.7%) and Chine-Tibet (2.9%); all shaped by different cultures, traditions and livelihoods.

Between 2018 and 2024, economic growth in Lao PDR experienced fluctuations due to both domestic and external factors. In the early period from 2018 to 2019, Laos was one of the fastest growing economies with an average rate of around 6%, driven by infrastructure development, hydropower exports, and foreign direct investment. As was the case for many countries in the region, Lao PDR was badly impacted by the COVID-19 pandemic in 2020-2021 particularly in the key sectors of tourism, manufacturing, and trade, which leading to a sharp decline in GDP growth to approximately 0.5%. The economy showed signs of recovery in 2022, with growth rebounding to around 2.5% – 3%, supported by increased trade with China, the opening of the Laos-China Railway, and a gradual revival of tourism. For 2024, GDP growth was projected at 4.0% – 4.6% driven by improvements in the services sector, electricity exports, and tourism.

Macroeconomic challenges remain significant as Laos faces high inflation, currency depreciation, and rising public debt. Debt sustainability remains a critical issue as Laos aims to apply structural reforms to promote greater long-term economic stability. Reduced fiscal space due to limited domestic revenue and high public debt has had negative repercussions for social spending and risks derailing progress in the critical areas of health and education. Due to the difficult economic conjuncture, outward migration to neighbouring countries has intensified, resulting in a shrinking labour force.

In addition, the growth model based on the unsustainable exploitation of Laos' abundant natural resources has put a strain on environmental, social and economic sustainability, and has widened inequalities.

## 1.4 Current situation in the sector

As of 2025, the Government of the Lao People's Democratic Republic is concluding the implementation of the 9th National Socio-Economic Development Plan (NSEDPlan) 2021–2025, which

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<sup>1</sup> <https://data.worldbank.org/indicator/SP.POP.TOTL?locations=LA>

<sup>2</sup> <https://www.worldometers.info/demographics/laos-demographics>

has been closely aligned with the 2030 Agenda for Sustainable Development. The plan has promoted sustainable, inclusive, and green growth as key elements of national development.

The overarching objective of the 9th NSEDP has been to leverage the country's full development potential to support a robust and sustainable graduation from Least Developed Country (LDC) status by 2026, while ensuring quality growth that is socially equitable and environmentally sound.

In preparation for this transition, the Government is finalizing the 10th National Socio-Economic Development Plan (2026–2030), which will outline strategies for sustaining progress and addressing emerging development challenges in the post-LDC context.

To support development coordination and dialogue, Laos has institutionalized the Round Table Process (RTP)<sup>3</sup>—a key national mechanism that brings together the Government, development partners, civil society, and the private sector. Coordinated by the Ministry of Planning and Investment, the RTP ensures that development cooperation is aligned with national priorities, fosters transparency, and enhances mutual accountability. The process is operationalized through sector working groups and regular high-level meetings, enabling joint review and planning across various policy and programmatic areas.

The European Joint Programming Strategy (EJPS) 2021–2027, also known as the "Team Europe Strategy" in the Lao PDR, has been active since January 2022. It embodies the collective commitment of European partners to the 2030 Agenda for Sustainable Development. For the EU, the EJPS serves as its Multiannual Indicative Programme (MIP) for the period 2021–2027.

The strategy focuses on **three main priority areas**: green and inclusive economy, human capital and good governance. The green and inclusive economy priority supports climate resilience, sustainable agriculture and rural development, natural resource management, private sector development, trade and tourism. Human capital efforts concentrate on strengthening education systems, including technical and vocational training, and healthcare services. The good governance pillar promotes local governance, public financial management, justice and the rule of law and citizen's engagement.

The Team Europe Strategy in Laos is fully aligned with the European Union's Global Gateway strategy, which aims to foster sustainable and trusted global connections in areas such as infrastructure, digitalization, climate and energy, health, and education. This alignment ensures that European cooperation in Laos contributes to broader objectives of resilient connectivity, inclusive growth, and long-term partnerships.

In this context, three Global Gateway Flagship projects have been launched in the Lao PDR. First, the National Road No. 2, which strengthens regional connectivity by linking Vietnam to Thailand through Laos. Second, the TICAF project, which promotes trade, investment, and connectivity in the agriculture and forestry sectors. Third and finally, the Skills for Tourism, Agriculture, and Forestry (STAF) project, which aims to equip vulnerable youth and women with the skills needed for employment in these key sectors.

Team Europe partners active in the Lao PDR include the European Union, Belgium, Finland, France, Germany, Hungary, Ireland, Luxembourg, and Switzerland. To ensure transparency, alignment, and mutual accountability, an Annual Review Meeting of the Team Europe portfolio is held in collaboration with the Government of the Lao PDR. The main counterpart for this process is the Ministry of Finance (formerly the Ministry of Planning and Investment), which serves as the primary counterpart for Team Europe coordination and strategic dialogue.

At the 2025 Annual Review Meeting, a total of EUR 672 million in support of the Team Europe Strategy was recorded, representing approximately 100 projects and actions implemented across the

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<sup>3</sup> <http://www.rtm.org.la/>

country. This positions Team Europe as the largest provider of grant-based Official Development Assistance (ODA) to the Lao PDR.

A new proposal for the upcoming Multiannual Financial Framework (MFF), which will inform future EU cooperation in Laos beyond 2027, is expected to be presented in the second semester of 2025.

Other key documents and strategies guiding the partnership between the European Union and the Lao PDR include the EU Gender Action Plan III, the EU Action Plan on Human Rights and Democracy, and the EU Civil Society Roadmap in Lao PDR. These frameworks complement the Team Europe Strategy by reinforcing the EU's commitment to gender equality, the protection of human rights, democratic governance, and the empowerment of civil society.

This Laos-EU Cooperation Facility (LECF) will enable EU cooperation, bilateral and as part of the Team Europe Initiatives, to achieve its objectives efficiently, taking into account the constraints identified. A broad range of stakeholders are expected to benefit from the proposed Cooperation Facility. These include, but are not limited to: (i) the Government of the Lao PDR and relevant state institutions; (ii) civil society actors, including women's and youth organizations, international organizations, and the private sector; and (iii) Team Europe partners, EU Member States, and other development partners, in support of the aid effectiveness agenda and enhanced development coordination.

## **1.5 Related programmes and other donor activities**

The EU's current vision, interests and priorities in Lao PDR and the wider Asia-Pacific region are outlined by various EU strategies, notably the Indo-Pacific Strategy (2021)<sup>4</sup> and Global Gateway Strategy (2022)<sup>5</sup>. These comprehensive strategies outline the EU's positive offer to the Asia-Pacific region, from sustainable and inclusive prosperity to connectivity, climate, research and human development. They are underpinned by shared values and principles, including democracy and human rights, security, sustainability, and equality.

The EU's external action vision is also articulated in the *Global Strategy for the EU's Foreign and Security Policy*<sup>6</sup>, the European Consensus on Development<sup>7</sup>; the EU Communication on a Strategic Approach to Resilience in the EU's External Action<sup>8</sup>; and the European Green Deal<sup>9</sup>.

This specific Facility builds on the lessons learnt from the two former Cooperation Facilities and their respective Technical Assistance (TA) contracts implemented from 2019 to 2022 and from 2022 to 2025. Given the challenges of EU/Team Europe development cooperation in Lao PDR, there is a clear need to continue providing technical assistance and support for formulating, implementing, and evaluating programmes and projects. In addition, and to ensure better implementation of EU policies on youth and gender, there is a need for a coherent approach to engage with Lao youth, women's organisations, organisations working on gender issues, and with civil society at large. The EU Delegation needs accurate information and analysis on the various sectors of Lao PDR's EU programmes to improve planning as well as support coordination efforts with like-minded partners to prepare programmes and/or any important activities.

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<sup>4</sup> European Commission. 2021. The EU strategy for cooperation in the Indo-Pacific. 16 September.

<sup>5</sup> European Commission. 2021. The Global Gateway. 1 December.

<sup>6</sup> [https://www.eeas.europa.eu/eeas/global-strategy-european-unions-foreign-and-security-policy\\_en](https://www.eeas.europa.eu/eeas/global-strategy-european-unions-foreign-and-security-policy_en)

<sup>7</sup> European Council doc. 9459/2017 of 19/05/2017 - Joint Statement by the Council and the Representatives of the Governments of the Member States meeting within the Council, the European parliament and the European Commission - <https://www.consilium.europa.eu/media/24011/european-consensus-for-development-st09459en17.pdf>

<sup>8</sup> JOIN/2017/021 final - Joint Communication to the European Parliament and the Council - A Strategic Approach to Resilience in the EU's external action

<sup>9</sup> COM/2019/640 final - Communication from the Commission to the European Parliament, the European Council, the Council, the European Economic and Social Committee and the Committee of the Regions - The European Green Deal

## 2 OBJECTIVES & EXPECTED OUTPUTS

### 2.1 Overall objective

The overall objective (Impact) of this action is to facilitate the effective and efficient implementation of EU funding in Lao PDR by providing funding for all necessary support operations.

### 2.2 Specific objective

The specific objective (Outcome) of this contract is to contribute to the achievement of the objectives and expected results defined in the MIPs/Team Europe strategies for Lao PDR in alignment with the National Socio-Economic Development Plans (NSED) and their priority reforms.

### 2.3 Expected outputs to be achieved by the contractor

The **expected outputs** to the outcome of this contract are as follows:

**Output 1:** Defined and operationalised mechanisms for strategic dialogue and coordination of EU cooperation.

**Output 2:** Strengthened national institutional capacities to identify, formulate, implement, monitor and evaluate EU cooperation programmes, including in the context of Team Europe Initiatives and Global Gateway.

**Output 3:** Enhanced sectoral knowledge and improved capacity in key thematic areas - including gender, inclusion, the human rights-based approach - contributing to influence on the National Development Agenda by promoting these core EU values.

**Output 4:** Improved capacity of stakeholders, including private sector and wide range of CSOs, in definition, implementation and monitoring of the 10<sup>th</sup> NSED and subsequent sector reform plans;

**Output 5:** Enhanced Team Europe's engagement with the Government of Lao PDR and other State and non-State stakeholders through the established Round Table Implementation Mechanism;

**Output 6:** Improved capacity on climate and biodiversity action, while explicitly contributing to Green Deal/Global Gateway "green and clean" objectives and principles.

## 3 ASSUMPTIONS & RISKS

### 3.1 Assumptions underlying the project

- The continuation of the good relationship between the Government and Team Europe.
- The willingness on both sides to work together on a wide range of topics, including sensitive issues relating to democratic governance, human rights and an enabling environment for civil society.

### 3.2 Risks

- Macroeconomic challenges and growing debt distress puts at risk sustainable implementation of Team Europe strategy, notably Global Gateway investments.
- Lack of coordination between Government and Development partners as well as lack of inclusion of civil society and private sector in coordination mechanisms.
- Weak institutional capacity of public administration triggering delays in project implementation and lack of ownership

## **4 SCOPE OF THE WORK**

### **4.1 General**

#### **4.1.1 Project description**

The project will support and facilitate the EU's activities and interventions. Services will also benefit other development partners, in particular Team Europe partners in the sectors where the EU is engaged, including but not limited to green and inclusive economy, education/TVET, governance, human rights, gender, youth and citizen's engagement.

The Team Europe Strategy 2021-2027 in the Lao PDR is currently the main cooperation framework that the services aim to support. A new strategy will be developed throughout 2026 and 2027 to start alongside the upcoming Multi-Annual financial Framework.

The project is expected to support the EU Delegation throughout the critical stages of project cycle management through the support to identification, formulation, implementation, monitoring and evaluation of the EU's development programmes. In this process, the respect of the aid effectiveness principles and consultation with external stakeholders (local authorities, civil society including women and youth organisations and other stakeholders from the partner country or region) will be key to ensure that the EU's support in Lao PDR is aligned to the NSEDP and the sector reform programmes, driven by a dialogue with national stakeholders and in complementary to the programmes of other development partners in the country.

#### **4.1.2 Geographical area to be covered**

The action is based in Lao PDR. It will be nationwide in scope, and all experts will be required to work at central, provincial and district levels according to the needs. In addition some limited activities, such as exchanges of knowledge and best practices, may take place in Asia or exceptionally in Europe.

#### **4.1.3 Target groups**

##### **General**

- The end beneficiaries as rights' holders will be the citizens of Lao PDR, as projects will be better prepared (including participatory and inclusive consultations with civil society organisations), monitored (gender equality, disability and human rights sensitive), followed-up and communicated.

##### **Specific**

- The Ministry of Finance as counterpart of Team Europe cooperation, all relevant line ministries, National Assembly, State Audit Organisation, State Inspection Organisation, public institutions, provincial and district authorities.
- Civil Society Organizations including foundations, youth and women organisations, Human Rights defenders, organisations of persons with disabilities, academic institutions, research institutes, and think tanks.
- Private sector entities and Chambers of Commerce.
- The European Union Delegation to Lao PDR, members of Team Europe and other Development Partners and international organisations.

### **4.2 Specific work**

The Contractor will work under the direction and supervision of the Delegation of the European Union to Lao PDR, on the basis of bi-annual work programmes (WORK PLAN) and subsequent

specific requests for services that will be created and validated in the course of the assignment, in alignment with the specific objective of the service.

The main indicative activities are demand-driven. They shall include, but are not limited to:

- Support to capacity development and institutional building, including through technical assistance and exchange of public expertise.
- Provision of technical assistance to relevant line ministries to enhance the effectiveness of cooperation between Laos and the European Union.
- Administrative or technical assistance expenditures, including for external experts, necessary for the programming, management, and coordination of actions. This includes support for Joint Programming, Team Europe initiatives, the European Union Gender Action Plan III, and other commitments at country level.
- Information sharing, training, and exchange of lessons learnt and best practices.
- Support to the preparation, implementation, and evaluation of European Union cooperation actions, ensuring the mainstreaming of gender equality, disability inclusion, lesbian, gay, bisexual, transgender, queer and intersex (LGBTQI+) issues, and a human rights-sensitive approach.
- Support to policy dialogues, including events, conferences, studies, surveys, fellowships, and exchange platforms to support sectoral dialogue that may lead to policy reforms in line with European Union priorities and Global Gateway investment priorities, and engagement with the government and other stakeholders.
- Support for coordination with the Government of the Lao People's Democratic Republic, including the organisation of the Joint Committee on cooperation between the European Union and Lao PDR, and the European Union–Lao PDR Human Rights Dialogue.
- Support to the country-led Round Table Implementation Mechanism and the relevant sector and subsector working groups, while strengthening the coordinated role of Team Europe within this mechanism.
- Coordination with like-minded development partners to promote European Union values, including a human rights-based approach, gender equality, democratic principles, and inclusion.
- Support for the inclusion of civil society organisations — including women's rights organisations, organisations of persons with disabilities, youth organisations, and the private sector — in the design, monitoring, and implementation of country strategies and policy reforms.
- Support to the Youth Consultative Group as a consultative space for young people in Laos to influence European Union actions. This helps make European Union cooperation more participatory, relevant, and effective by incorporating youth voices into policy and programming.
- Identification and formulation of projects that may lead to funding under the Neighbourhood, Development and International Cooperation Instrument, including preparatory activities, stakeholder consultations, drafting of project documents, gender assessments, and studies on cross-cutting or specific cooperation areas.
- Carry out mid-term and final evaluations at the decision, action, or project level.

- Studies and research to support the identification, implementation, and evaluation of Global Gateway initiatives and broader European Union cooperation.
- Support for research and innovation activities, as well as studies on relevant issues and the dissemination of results.
- Promotion and sharing of environmental and climate knowledge, including support for the Government of Laos in implementing national commitments such as Nationally Determined Contributions to climate action, National Biodiversity Strategies and Action Plans, and National Disaster Risk Reduction Strategies.
- Support for the participation of Laos in European Union programmes and for cooperation with European Union development agencies and non-governmental organisations, where relevant.
- Support for all Team Europe activities in Laos, including joint annual retreats and workshops, project mapping, monitoring and mid-term review of the joint European Union strategy for Laos, communication activities, preparation of joint policy papers, joint field visits, joint public statements, publications, and the final evaluation of the strategy

#### **For all Outputs:**

The Contractor is expected to ensure the following:

- **Effective coordination is maintained** between the activities covered under this contract and the Strategic Communication activities, which will be implemented through a separate tender and contract.
- A **rights-based approach** is consistently integrated across all activities, with careful attention to poverty reduction, human rights and the rule of law, good governance, gender equality, social inclusion, and the intersectionality of these issues. Special consideration should be given to ensuring accessibility for persons with disabilities and the inclusion of indigenous peoples.
- The contract should reflect clear commitments to supporting **a greener European Union presence in Lao PDR**, and contribute to promoting environmentally friendly and socially responsible practices. This may include, for example, reducing the use of paper and plastic, and procuring materials and services from social enterprises, fair trade producers, or other suppliers that meet relevant ethical and sustainability standards.

### **4.3 Project management**

#### **4.3.1 Responsible body**

The project will be directly managed by the Delegation of the European Union (EUD) to Lao PDR.

#### **4.3.2 Management structure**

The Contractor will work under the supervision of the appointed programme manager (PM) at the Delegation of the European Union to Lao PDR.

The programme manager will undertake the following main tasks:

- Approval of the experts proposed by the Contractor to implement the activities as specified in section 6.1.2.
- Supervise the implementation of the activities in accordance with the EU procedures
- Supervise the elaboration of and endorse the Work Plans



- Supervise the elaboration of and endorse the specific Terms of Reference drafted by the Contractor for procurement of the required non key experts
- Supervise the elaboration of and endorse the draft Request for Services (RfS) drafted by the contractor for each assignment
- Supervise the elaboration of and approve all reports on activities implementation prepared by the Contractor
- Ensure internal consultation of any relevant sections in the EUD: Cooperation; finance and contracts; and political, press and information section.

The Contractor is expected to be responsive and supportive of decision-making processes on specific assignments by pro-actively providing any necessary additional information or detail needed (description of activities, resources needed, timeline, expected expertise required etc.) to take decisions. The Services to be provided in the framework of this project will be defined in the course of this Contract duration through the launching of specific RfS.

The specific RfS may concern:

- requests for identification of technical expertise per focal sector, as described in the above section 4.2;
- organisation and management of events/workshops/study tours/trainings etc.

The EUD programme manager in charge of this Contract should be in copy of all communication between each of the EUD thematic Task Managers (TM) requesting the services and the Project and should be kept informed regularly of developments.

The mobilisation of the Team Leader and the Technical Coordinator shall not be the object of specific terms of reference or separate requests for services. An indicative allocation of their work days will be presented, and if needed adjusted, in each of the 6-month work plans, and their involvement in the project will be indicated in terms of indicative number of work days in each RfS. The EUD programme manager should be kept informed of their mobilisation or need of change of number of days in each RfS by simple exchange of emails.

The Project shall proceed with the contracting of experts and local service providers upon agreement with the relevant EUD Task Manager issuing the RfS and approval by the EUD person in charge of this Contract. Once the services described in the RfS have been completed, the Contractor will submit a short report of services provided and costs occurred, followed by a closure note by the EUD person in charge of this Contract certifying each RfS' satisfactory completion, so that the RfS in question may be concluded.

Given the broad nature of the assignment and its scope, activities are not expected to require services on a continuous basis throughout the duration of the assignment, but are likely to vary in intensity, with periods of high workload and periods of limited or no activity. Time management of Key Experts who will not be available on a full-time basis (see below under Section 6.1.1. the minimum person-days) will be an important factor for the success in the management of the contract. Six-monthly work plans should however help in the planning of the availability of the Key Experts.

### **Procedure for mobilisation of facilities**

A RfS for mobilisation of Facility resources (i.e. Non-Key Experts and Incidental Expenditure) will be made to the contractor by the EUD TMs concerning their thematic field of expertise (each focal sector). The Contractor shall develop according to given objectives/outcome to assist EUD TMs in finalising RfS', and in particular in costing activities in the RfS Indicative Budgets to be approved by the EUD Project Manager.

The mobilisation of Facility resources through such RfS's should as much as possible follow the 6-month Project work plans, provided that the final instruction is given by the EUD PM. However, it is understood that the EUD may not always be in a position to plan its needs well in advance. The Contractor will show flexibility in responding to EUD needs as they arise.

## **Working methods**

Based on the information provided by the EU, the Contractor shall perform the following management tasks:

- Prepare six-monthly work plans. Each work plan should include the forecasted activities, assignments or events and estimated budget with timeline. The first draft work plan will be submitted one month after the start of the contract; subsequent draft work plans will be submitted one month before the targeted period. Each work plan will be submitted to the EU Delegation for endorsement;
- Draft specific Terms of Reference for the recruitment of non-key experts for the implementation of the work plan and to be submitted to the EU Delegation for endorsement;
- Draft requests for services (RfS) for each specific assignment (incl. detailed content of the assignment/estimated resources and budget) for EU Delegation's approval; ensure a clear planning/ reporting on the RfS;
- Ensure timely availability of all necessary resources and backstopping;
- Comply with all reporting, coordination and management responsibilities vis-à-vis the EU as provided for in the relevant sections;
- Ensure prompt communication with the EU Delegation;
- Ensure quality control of services, works, supplies, provided by Contractor experts' or any contracted external third party;
- Perform administrative, preparatory and ancillary tasks relating to planning, monitoring, reporting on project components, procurement and financial management;
- Ensure that TA/event beneficiaries and the EU Delegation fill a short feedback evaluation form (simple online form) at the end of each TA and event supported by the contract.
- Ensure that when financial support is provided to any entity for participation in a mission abroad, a mission report and/or debriefing must be submitted to the EU Delegation.

### **4.3.3 Facilities to be provided by the contracting authority and/or other parties**

None

## **5 LOGISTICS AND TIMING**

### **5.1 Location**

The contract will be implemented:

#### **Team Leader**

- On the place of performance with the following location: Vientiane, Lao PDR. A minimum of 60% of the Team Leader's working days should be on the place of performance.
- Home based. A maximum of 40% of the Team Leader's working days can be home based. Indicate in the offer the home based location.

#### **For Key Expert 2**

- On the place of performance with the following location: Vientiane, Lao PDR.

#### **For Non-Key Experts**

- On the place of performance with the following location: Vientiane, Lao PDR.
- A minimum of 80% of the Non-Key Experts' working days should be on the place of

performance.

- Home based. A maximum of 20% of the Non-Key Experts' working days can be home based. Home base location, when relevant, will be fixed for individual NKEs upon their recruitment.

The following missions are foreseen: Missions in the Lao PDR may take place on an ad-hoc basis, but the majority of missions in the Lao PDR are envisaged to be undertaken by the non-key experts.

## **5.2 Start date & period of implementation**

The intended start date is on **2<sup>nd</sup> February 2026** and the period of implementation of the contract will be **36 months** from this date. Please see point 3 of the main conditions for the actual start date and period of implementation.

# **6 REQUIREMENTS**

## **6.1 Personnel**

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

The selection procedures used by the contractor to select the experts must be transparent, must guarantee the absence of professional conflicting interests and the absence of any discrimination based on former or current nationality, gender, place of residence, or any other ground. The findings of the selection panel must be recorded.

The Organisation & Methodology must include a paragraph demonstrating that a gender sensitive experts' selection procedure has been applied<sup>10</sup>

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

### **6.1.1 Key experts**

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key expert' profiles.

Although minimum requirements for the experts are not selection criteria but award criteria meant to evaluate the technical quality of the offer, the compliance with these requirements is assessed on a YES/NO basis. If an expert does not meet the minimum requirements, the expert must be rejected on the basis of non-compliance. This means that the entire tender is rejected and shall not be evaluated further.

During the evaluation, higher scores will be awarded to the "Expert's Profile" that demonstrates, in addition to the minimum requirements, strengths in relation to the objectives, expected outputs, and scope of work. The award criteria may include additional desirable qualifications, skills and professional experience. These additional desirable criteria, will provide guidance on the elements that will be considered a strength and will receive higher scores.

The "Key Expert's profile" (annex IV) shall be submitted by the tenderer for the following key experts:

#### **Key expert 1: Team Leader:**

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<sup>10</sup> Note that gender balance refers not only to numerical parity, but also to the level of employment and remuneration, roles and functions.

**Minimum of 300 working days** over the total duration of the contract.

The Team Leader will provide strategic inputs over the course of the project. The Team Leader will be responsible for the coordination and daily management of the work conducted by the Project team and ensure the timeliness and quality of the deliverables requested under these ToRs. The Team Leader will be the main interlocutor of the EUD and any other stakeholder in the implementation of the contract/project.

#### **Qualifications and skills**

1. Master's degree in the field relevant to this assignment (such as Public Administration, Political Sciences, Economics, International development) or Bachelor degree in the same field plus 4 years (880 Full Time Equivalent, FTE) of relevant professional experience on top of the minimum number of years of general professional experience mentioned under "General professional experience" point 3;
2. Proficiency in English language oral and written (CEFR level C2) to be demonstrated by certificate or past relevant experience;

#### **General professional experience**

3. At least 10 years (2200 FTE) of work experience in the area of development cooperation and institutional capacity-building of state and non-state actors.

#### **Specific professional experience**

4. At least 5 years (1100 FTE) of working experience in project management including planning and identification of activities, budgeting and monitoring;
5. At least 3 years (660 FTE) of working experience as a Team Leader in international development cooperation projects;
6. Experience in producing high-quality written outputs (project formulation, policy briefs, evaluations, studies) in sectors relevant to this assignment. Evidenced by at least 3 client-facing deliverables in the past 2 years.

#### **Assets**

7. Previous professional experience with EU development cooperation projects and procedures;
8. Previous professional experience in South East Asia;

### **Key expert 2: Technical Coordinator**

**Minimum of 350 working days** over the total duration of the contract.

#### **Qualifications and skills**

1. Bachelor degree in the field relevant to this assignment (such as Administration, Logistics/Procurement, Human Resource Management, Project/Event management) or vocational education in the same field plus 4 years (880 FTE) of relevant professional experience in addition to the minimum years of general professional experience;
2. Proficiency in English oral and written (CEFR level C1) as well as in Lao language (CEFR level C2) to be demonstrated by certificate or past relevant experience;

#### **General professional experience**

3. A minimum of 5 years (1100 FTE) of professional experience in project management and coordination.

### Specific professional experience

4. A minimum of 3 years (660 FTE) of professional experience in organising meetings and/or consultations and workshops in coordination with government and/or development partners and/or civil society;
5. Experience in organising high-level events with diverse stakeholder groups, including government officials and/or development partners and/or civil society. Evidenced by at least 3 client-facing deliverables in the past 2 years.

### Guidance on expert time inputs:

- 1) Working days: performance of the contract (and therefore payment) is based solely on working days. The contractor will only be paid for days actually worked on the basis of the daily fee rate contained in the budget breakdown (Annex V). The time input for experts must be expressed in Full Time Equivalent (FTE). Tenderers must annex the ‘Estimated number of working days’ worksheet contained in the spread sheet for Annex V to their organisation and methodology (Annex III) to demonstrate the correspondence between the proposed methodology and the expert inputs.
- 2) The annual leave entitlement of the experts employed by a contractor is determined by their employment contract with the contractor and not by the service contract between the contracting authority and the contractor. However, the annual leave entitlement of experts must not exceed 60 calendar days per year. Moreover, the contracting authority can decide when experts take their annual leave since this is subject to approval by the project manager, who will assess any such request according to the needs of the project while the contract is in progress. A day of annual leave is not considered to be a working day. See Articles 21 and 22 of the general conditions,
- 3) The fee rates for all experts must include: the remuneration paid to the experts, all the administrative costs of employing the relevant experts, such as equipment, relocation and repatriation expenses (including flights to and from the place of performance upon mobilisation and demobilisation as well as leave), accommodation, expatriation allowances, leave, medical insurance and other employment benefits given to the experts by the contractor. It shall also include any security arrangement except when this is exceptionally included under the incidental expenditure. Furthermore, the fees shall also include the margin, overheads, profit and support facilities.
- 4) The delivery mode of the expert’s assignment is either on the place of performance or home based (see PRAG 2.5.5). The delivery mode, and the locations where the expert will undertake missions and the working days needed for each mission are indicated in section 5.1 of the terms of reference.

### 6.1.2 Non-key experts

The profiles of the non-key experts for this contract include but are not limited to: Aid Effectiveness, Monitoring and Evaluation, Green Economy, Climate Change, Environment, Sustainable Agriculture and Value Chains, Trade and Investment, Tourism, Education, Macro-Economics, Public Finance Management, Citizen’s Engagement, Gender and Human Rights.

| Expected Profile          | Description  |
|---------------------------|--|
| A. Senior Non-Key Expert* | <ul style="list-style-type: none"><li>• Master degree in relevant technical area(s) or bachelor in the same field plus 4 (880 FTE) years of relevant professional experience</li><li>• 10 years (2200 FTE) of working experience in relevant technical areas</li></ul> |

|                           |  |
|---------------------------|--|
|                           | <ul style="list-style-type: none"> <li>• Previous experience in developing countries<sup>11</sup></li> <li>• Excellent English expression both orally and in writing (CEFR level C2);</li> </ul>   |
| B. Junior Non-Key Expert* | <ul style="list-style-type: none"> <li>• Bachelor degree in relevant technical area(s) or vocational education in the same areas plus 4 years (880 FTE) of relevant professional experience</li> <li>• A minimum of 3 years (660 FTE) of working experience in relevant technical areas</li> <li>• Previous working experience in ASEAN countries</li> <li>• Good English expression both orally and in writing (minimum CEFR level B1);</li> <li>• Excellent Lao expression both orally and in writing (CEFR level C2), when needed;</li> </ul> |

*\* Descriptions of this profile are minimum requirements, which will be further detailed and described in advance of specific assignments to be agreed by the Contractor with the EU Delegation in the course of the implementation of the contract*

The “Key Expert’s profile” (Annex IV) should not be submitted for non-key experts. However, the tenderer will have to demonstrate in their offer that they have access to experts fulfilling the minimum requirements.

The contractor must select and hire other experts as required according to the requirements in the terms of reference and as described in the submitted organisation & methodology. It must clearly indicate the category to which the experts’ belong so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

The selection procedures used by the contractor to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, absence of professional conflicting interests, language skills and work experience. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the contracting authority before the start of their implementation of tasks.

### **6.1.3 Support staff & backstopping**

The contractor will provide support facilities to their team of experts, including back-stopping, during the implementation of the contract.

Backstopping and support staff costs must be included in the fee rates.

## **6.2 Office accommodation**

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the contractor.

The costs of the office accommodation are to be covered by the fee rates.

## **6.3 Facilities to be provided by the contractor**

The contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts

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<sup>11</sup> <http://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf>.

to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

As explained under Section 4.3.2., activities are expected to vary in duration and intensity during the course of the contract, and the Contractor must ensure that facilities are timely available to ensure that experts can focus on their core expertise function. It is strongly advised to the Contractor to consider a set-up which allows for experts to rely on easily accessible support functions and equipped facilities, especially in Vientiane - where it is expected that the vast majority of activities will take place. The ability of the Contractor to provide support and equipment for experts in the course of the contract will be very important for its success.

## **6.4 Equipment**

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract that is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

## **6.5 Incidental expenditure**

The provision for incidental expenditure, including the provision for expenditure verification, covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the contractor as part of its fee rates, as defined above. Its use is governed by the provisions in the general conditions and the notes in Annex V to the contract.

The provision for incidental expenditure, including the provision for expenditure verification, will not be taken into account in the comparison of the financial offers.

All incidental expenditure incurred in the course of the contract as required by the Terms of Reference is to be invoiced at actual cost (per-diems are fixed flat rates and are considered actual costs). The reimbursement of actual costs shall include costs related to the payment of an incidental expenditure, such as bank charges.

The following incidental expenditure should be provided for:

- Travel costs
- Other costs
- Expenditure Verification

### Travel costs

Missions are foreseen outside the place of performance/the home-based location (see section 5.1). For these missions the incidental expenditure should make provisions for costs linked to travel and subsistence allowances. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered a mission and will not be subject to payment of per diem.

Any air travel must be by economy class while long distance train travel may be by 1st class.

Costs for CO2 offsetting of air travel may be included. CO2 offsetting shall in that case be achieved by supporting CDM/Gold Standard projects (evidence must be included as part of the supporting documents) or through airplane company programmes when available.

Per diem is a maximum fixed flat rate, covering daily subsistence costs for missions provided for in the terms of reference or the budget of the action, and if required approved by the contracting authority. For the conditions on the use of per diems, see 2.5.5 PRAG. Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website - <https://international->

[partnerships.ec.europa.eu/funding/guidelines/managing-project/diem-rates\\_en](https://partnerships.ec.europa.eu/funding/guidelines/managing-project/diem-rates_en) - in force at the time of contract signature.

#### Other costs

- Costs associated with the organisation of meetings, trainings, workshops including in each specific assignment: travel and subsistence allowance for participants, honorarium for speakers/moderators, venue, facilities, media coverage, catering, printing of background information materials for distribution, invitation, registration, translation and interpretation costs
- Costs associated with production or services of visibility activities to support the related event(s).

The provision for the travel costs and other costs in the incidental expenditure of this contract is **EUR 855 000**. This amount must be included unchanged in the budget breakdown.

Prior authorisation by the contracting authority for the use of the travel costs and other costs in the incidental expenditure is not needed.

#### Expenditure verification

The provision for expenditure verification covers the fees of the auditor/practitioner in charge of verifying the expenditure of this contract in order for the contracting authority to check that the invoices submitted are due. The provision for expenditure verification for this contract is **EUR 30 000**. This amount must be included unchanged in the budget breakdown.

This provision cannot be decreased but can be increased during execution of the contract.

## **6.6 6.6 Lump sums**

No lump sums are foreseen in this contract.

## **7 REPORTS**

### **7.1 Reporting requirements**

Please see Article 26 of the general conditions. Interim reports must be prepared every six months during the period of implementation of the tasks. The narrative report should be based on the monitoring and evaluation system set up in the contract, using the Logical framework matrix (annex b8g) if included in the contract. In the latter case, a narrative report must inform all the results as measured by the indicators defined in the logical framework. The narrative report must be provided along with the corresponding invoice, the financial report and an expenditure verification report defined in Article 28 of the general conditions. There must be a final report, a final invoice and the financial report accompanied by an expenditure verification report at the end of the period of implementation of the tasks. The draft final report must be submitted at least one month before the end of the period of implementation of the tasks. Note that these interim and final reports are additional to any required in Section 4.2 of these terms of reference.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, incidental expenditure and expenditure verification.

To summarise, in addition to any documents, reports and deliverable specified under the duties and responsibilities of each key expert above, the contractor shall provide the following reports:

| Name of report | Content | Time of submission |
|----------------|---------|--------------------|
|----------------|---------|--------------------|



|   |  |  |
|---|--|--|
| Inception report  | Analysis of existing situation and work plan for the project   | No later than 6 weeks after the start of implementation                    |
| 6-month progress report                                     | <p>Short description of progress and achievements.</p> <p>The progress report (technical and financial) should include problems encountered; work plans for the next 6 months accompanied by an invoice and the expenditure verification report.</p> | No later than 1 month after the end of each 6-month implementation period. |
| Specific events reports and/or mission reports upon request | Synthesis with information and indicators of the events/missions conducted (maximum 3 pages)   | Five (5) working days after each event/mission                             |
| Draft final report  | <p>Short description of the achievements.</p> <p>The draft final report should include a description of the problems encountered and recommendations.</p>  | No later than 1 month before the end of the implementation period.         |

## 7.2 Submission & approval of reports

Two hard copies of the reports referred to above must be submitted to the project manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

# 8 MONITORING AND EVALUATION

## 8.1 Definition of indicators

The Contractor will be required to ensure that reporting is done against measurable (quantitative and qualitative) indicators that provide valid, useful, practical and comparable measures of progress towards achieving expected results. These indicators should reflect the Contractor's commitment to delivering quality outputs in a timely manner, and they should be aligned with the Organisation and Methodology proposed by the Contractor.

The implementation of results will be assessed by a regular monitoring. The contractor will have to develop quantitative and qualitative parameters to assess achievement of the expected results over the next period. Regular monitoring of the results will be conducted to assess progress on each of parameters

Indicators will be refined and finalised in the Inception Report and agreed between the Contractor and the EU Delegation after the contractor submits the Inception Report. Indicators will be used for the monitoring and evaluation of the Project. The Contractor will ensure that indicators are addressed in progress reports (Section 7).

## 8.2 Special requirements

Not Applicable

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