

CALL FOR QUOTATIONS

PUBLIC PROCUREMENT	Reference VVOB 2022 002 Object: Mobile top-up service
PROCEDURE	Negotiated procedure without publication but with the announcement
BUDGET	Estimated between EUR130,000 and EUR138,500

1. CONTRACTING AUTHORITY and CONTACT

VVOB Vietnam Office

1 Đa Phước 8 street, Ngũ Hành Sơn dist., Danang, Vietnam .Tel: +84 (0)236 3923332

Contact persons for questions about this call :

- Technical questions: Ms. Hoang Phuong Thao – Operation Officer (thao.hp@vvob.org)
- Procedure questions: Ms. Kieu Thi Thanh- Accountant (thanh.kt@vvob.org)

Any questions can be sent by mail to the contact person, by mentioning the reference of the call for quotations in the subject of the mail. Spoken communication is only permitted to communicate other messages than those referring to the documents of the call or to the quotation, on the condition that sufficient proof is kept of the verbal communication (e.g. a written note, recording, transcript, summary, etc.).

2. SUBJECT-MATTER OF THE PROCUREMENT

This procurement is not divided into lots and is not subdivided in fixed and conditional parts. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions.

The contract is described in the following annexes :

- Annex A: technical specifications
- Annex B: detailed pricelist
- Annex C: service contract
- Annex D: declaration of honour

3. IMPLICIT DECLARATION OF HONOUR, COMPLIANCE AND INTEGRITY OF BIDDERS

a. Compulsory grounds for exclusion

The contracting authority shall, at any stage of the procedure, exclude the bidder from participation in the award procedure if it is established that the bidder has been convicted through a final judgment on the merits for one of the following offences:

- participation in a criminal organisation,
- corruption,
- fraud,
- terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence,

- v. money laundering or terrorist financing,
- vi. child labour and other forms of trafficking in human beings,
- vii. employment of illegally staying third-country nationals.

Evidence to be submitted by the bidder: declaration on honour in ANNEX D

b. Exclusion ground relating to tax and social security debts

At any stage of the award procedure, the contracting authority shall exclude the participation of a bidder who does not fulfill his obligations relating to the payment of taxes or social security contributions

Evidence to be submitted by the bidder : declaration on honour in ANNEX D

c. Compliance with VVOB's Codes of Conduct

Compliance with VVOB's Codes of Conduct is extremely important to the contracting authority. Any bidder found to be in default on this point will be automatically excluded from the procedure

The bidder will conduct itself at all times in accordance with (i) VVOB's General Code of Conduct, (ii) VVOB's Child protection policy and (iii) VVOB's Youth protection policy (hereinafter the Codes of Conduct). The Codes of Conduct form part of VVOB's Integrity Policy, which can be consulted at www.vvob.org.

The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.

In case of credible accusations that the bidder or one of its staff members, branches or (sub)contractors has violated the Codes of Conduct, VVOB may terminate the contract with immediate effect and without compensation through written notification.

VVOB may decide to suspend the agreement temporarily in anticipation of the investigation into an alleged breach of the Codes of Conduct by means of a written notification sent to the bidder.

Evidence to be submitted by the bidder: declaration on honour in ANNEX D

4. QUALITATIVE SELECTION CRITERIA

The selection criteria (qualitative selection) are the following.

• First qualitative selection criterion :

The bidder must have experience with at least 3 top-up service projects, carried out during the last 3 years.

Evidence to be submitted by the tenderer: List 3 relevant assignments in the last 3 years including information of contractor, contract value, duration, and a reference contact (focal person, telephone, and email).

• Second qualitative selection criterion:

The bidder must provide services including:

- SMS brand name and provision of mobile card number via SMS on the list of recipients and top-up amounts provided by VVOB, and send payment documents including VAT invoices with the corresponding amount, a report having top-up details with the bidder's signature and seal, etc. to VVOB; and/or
- Direct top-up service: VVOB provides the list of recipients and top-up amounts, the bidder will top-up directly to the recipient's mobiles and send payment documents including VAT invoices with the corresponding amount (regardless of recipient's pre-paid or postpaid mobile), a report having top-up details with the bidder's signature and seal, etc. to VVOB

Evidence to be submitted by the tenderer: the company portfolio mentioning all services provided by the bidder and one sample of the report having top-up details with the bidder's signature and seal for the provision of mobile card number via SMS, and/or direct top-up service.

Bidders who do not meet these selection criteria will be rejected and their offer will not be admitted to the technical and financial evaluations.

5. SUBMISSION AND CONTENT OF THE QUOTATION

The signed and stamped quotations must be submitted in English or Vietnamese by e-mail to thanh.kt@vvob.org and thao.hp@vvob.org before 1st April 2022 at 03:00 PM Vietnam time, and mention in object: 'quotation ref VVOB 2022 002'

Quotations submitted late (after this deadline) will be retained but will not be counted towards the award of the contract. In the case of submission of a BAFO (best and final offer), the same provisions apply. See below "Negotiations".

The bidder may submit only one quotation for this contract.

The estimated date for the awarding of the contract is 7 April 2022.

The quotation must consist of the following documents and information:

a. Administrative section of the quotation, including at least

- identity of the bidder: Business Registration certificate
- proof regarding compulsory grounds for exclusion: Annex D
- proof of compliance with the tenderer's obligations regarding the payment of taxes and social security contributions: Annex D
- declaration on honour concerning compliance with VVOB's Codes of Conduct: Annex D
- proof regarding the first qualitative selection criterion: List of 3 relevant assignments in the last 3 years including information of contractor, contract value, duration, and a reference contact (focal person, telephone, and email)
- proof regarding the second qualitative selection criterion: the company portfolio mentioning all services provided by the bidder and one sample of the report having top-up details with the bidder's signature and seal for the provision of mobile card number via SMS, and/or direct top-up service.
- proof that the signatory is authorised to sign for the company in case that the signatory is from the authorised person.
- account number with denomination on which the payments must be made, stating the name and address of the bank

b. Technical section of the quotation

Technical offer with the description of the proposed services

It must also include:

- description of the services, justification for the choice, timeline for execution,...
- other information that VVOB should be notified of

c. Financial section of the quotation, consisting of

- the completed, signed and sealed price list provided in ANNEX B
- the unit prices should already contain the price reductions

- VVOB does not allow the submission of free variants.
- VVOB does not allow the submission of options.
- Recourse to subcontractors: The use of subcontracting is not allowed
- The proposal of price reductions is not allowed.

6. VALIDITY OF THE QUOTATIONS

Submitted quotations shall be valid for 90 calendar days from the final date for submission of offers. The same deadline shall apply to the BAFO from the final date of submission.

7. GENERAL CONDITIONS OF SALE

By participating in this procurement, the bidder waives its sales conditions and endorses the purchase conditions of VVOB.

See service contract in Annex C, to be completed after the award.

8. NEGOTIATIONS

VVOB reserves the right to negotiate on the conditions of the quotations or not (improvement of the proposed conditions: price or other).

In case of negotiations, VVOB will conclude the negotiations by proposing to submit a BAFO (best and final offer). No changes/adjustments/regularisations whatsoever can be made to the BAFO submitted.

The award criteria and the minimum requirements certainly do not qualify for negotiations.

VVOB may or may not conduct negotiations in stages, whereby the number of offers to be negotiated is limited by applying the award criteria.

9. AWARD PROCEDURE AND APPLICABLE LEGISLATION

This public contract is a negotiated procedure without prior publication in accordance with Belgian public procurement law.

Documents, to the exclusion of all others, applicable to the agreement

The applicable legislation and in particular those concerning public procurement:

- Law of 17 June 2016 on Public Procurement
- Royal Decree of 18 April 2017 on public procurement procedures
- Royal Decree of 14 January 2013 on execution of public contracts
- Law of 17/06/2013 on motivation, information and legal protection

The documents referred to above are available on the internet at www.publicprocurement.be.

This agreement is also subject to:

- The specifications in this call and in its appendices, and any notes, standards or documents referred to. The tenderer is deemed to have taken note of this and to have taken it into account when preparing his
- All laws and regulations concerning requested products and materials (eg CE conformity etc.)
- The General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Also apply:

- The additions, amendments and replacements to the aforementioned laws, and other documents on the date of their entry into force with due observance of any transitional provisions

10. NOTIFICATION OF THE CONTRACT

The service provider is invited by e-mail to sign the completed service contract in Annex C.

11. PLACE OF DELIVERY AND DURATION OF THE CONTRACT

See service contract in Annex C.

12. SITE VISIT AND INFORMATION SESSION

Site visit: Without object: no site visit provided.

Information session: Without object: no information session provided.

13. CONFORMITY OF THE QUOTATION

In order to be compliant,

- the quotation must be signed and stamped,
- the quotation must contain all the information and documents requested in this call for quotations,
- the quotation must propose services that conform to what is expected and described by VVOB,
- the provider must meet the minimal selection criteria referred to in points 3 and 4 of this call.

If any information or documents provided by the bidder appear to be incomplete or incorrect, or if certain documents are missing, VVOB may request the bidder in question to submit, supplement, clarify or explain the information or documents concerned within an appropriate time period. This option in no way obliges VVOB to give bidders this opportunity.

Quotations that do not conform will be rejected and will not be admitted to the technical and financial evaluations.

If the bidder does not use the documents (forms, pricelist, etc if any) attached to this call for quotations, he shall bear full responsibility for ensuring that the documents used correspond exactly to those provided for.

14. AWARDING CRITERIA

VVOB will award the contract to the provider who has submitted the most economically advantageous offer as determined on the basis of the following awarding criteria:

- **PRICE CRITERION (weight 80/100 points)**

Evaluated on the basis of the proportionality rule whereby the cheapest offer receives 80 points.

- **TECHNICAL CRITERIA (weight 20/100 points)**

Value of similar assignments during the last 3 years with a contract value from VND2.5billion or above (weight 20/100 points)

3 similar assignments with contract value from VND2.5billion = 20 points

2 similar assignments with contract value from VND2.5billion = 10 points

1 similar assignment with contract value from VND2.5billion = 5 points

0 similar assignment with contract value from VND2.5billion = 0 points

15. PRICING AND PRICE COMPONENTS

PRICING: Some items have fixed quantities and some have estimated quantities (contract with mixed price fixing); see detailed pricelist to complete in ANNEX B

The prices are mentioned in VND. The total amount of the offer is expressed in numbers and in full characters.

ELEMENTS CONCLUDED IN THE PRICE:

The proposed price is all-inclusive and includes all administrative, transport, delivery, customs clearance and all other possible costs related to the delivery and execution of the contract. Price are provided without VAT and VAT included.

The bidder establishes the amount of his quotation according to his own calculations and estimates, taking into account the content and scope of the contract.

The unit prices and global prices of each item of the pricelist, if any, shall be determined by respecting the relative value of these items with respect to the total amount of the tender. All general and financial costs, as well as the proceeds, are divided proportionally between the various items according to their importance.

The contract does not allow refundable costs.

Prices are fixed for the duration of the contract (no price revision allowed).

VERIFICATION OF THE PRICE

The bidder shall provide all indications permitting the comparison of prices or costs as requested by the contracting authority. The correction of errors is carried out by VVOB.

16 TERMS OF PAYMENT

See service contract in Annex C.

The invoices are sent by email to VVOB's employee in charge.

The terms of payment can be changed upon agreement between the winner of the bidding and VVOB at the time of preparing the contract.

17 POSSIBILITY OF NOT AWARDING OR CONCLUDING THE CONTRACT

The conclusion of the procedure does not imply an obligation to award or conclude the contract. The contracting authority may refrain from awarding or concluding the contract or may reopen the procedure in another way, if necessary.

18 BIDDERS RESPONSIBILITIES DURING THE EXECUTION OF THE CONTRACT

See service contract in Annex C.

19 DELAY PENALTIES

The imposition of delay penalties of 8% of the contract value apply for failure to comply with the execution period.

20 BAIL

No bail is required for this contract.

21 DISPUTES

See service contract in Annex C.

22 CONFIDENTIALITY CLAUSE (PERSONAL DATA)

The bidder should be aware that the contracting authority attaches importance to the protection of personal data for the processing for which it assumes the role of data controller in accordance with Article 22 of the Vietnamese Law on Information Technology No.67/2006/QH11 of 29 June 2006; and Article 4, paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR").

The bidder undertakes to comply strictly with the obligations provided for by the GDPR, Belgian law and Vietnamese law on the protection of personal data, regarding the processing of data entrusted to it by the Contracting Authority or collected by the bidder on behalf of and at the request of the Contracting Authority.

If the bidder reasonably considers that other agreements should be concluded in order to comply with the applicable legislation, the bidder will proactively inform the contracting authority. In any case, the bidder must cooperate in good faith with the contracting authority in order to comply with the applicable legal provisions at all times.

For all questions regarding the protection of personal data, the bidder may contact the Contracting Authority's Data Protection Officer or his designate.

For more information about the confidentiality policy within VVOB VZW, the way to exercise one of the rights provided by the GDPR or to report a personal data leak, the bidder can visit the website of the Contracting Authority (www.VVOB.org).

23 ANNEXES

Annex A: technical specifications

Annex B: detailed pricelist

Annex C: service contract

Annex D: declaration of honour

ANNEX A

Technical specifications

1. Organisational background

VVOB is a non-profit organisation with over 35 years of experience in improving the quality of education systems from a rights-based perspective. VVOB has currently long-term partnerships with education actors in 9 countries in the South (Cambodia, DR Congo, Ecuador, Rwanda, South Africa, Suriname, Vietnam, Zambia and Uganda) and in Belgium/Flanders. Its annual budget is around 13 million euros.

VVOB's vision is to strive for a sustainable world based on equal opportunities through quality education. For VVOB **quality education** means: *"... one that provides all learners with capacities they require to become economically productive, develop sustainable livelihoods, contribute to peaceful and democratic societies and enhance individual wellbeing."*

In pursuit of quality education, VVOB works on two components, **professional development of teachers** and **professional development of school leaders** in four subsectors with following goals:

- Teachers and school leaders in **early education** (and in the transition to primary education) provide an equal start to all learners to ensure their full development during their future education;
- Teachers and school leaders in **primary education** use appropriate pedagogical and didactic methodologies to improve literacy, numeracy and life skills in all learners;
- Teachers and school leaders in **general secondary education** (and in the transition to it) ensure all learners acquire the necessary 21st century skills;
- Teachers and school leaders in **technical and vocational education and training** prepare all learners to the needs of society and decent work.

To realise these objectives, VVOB focuses on **capacity development** of its operational partners: ministries of education, teacher training institutions and organisations focusing on professional development. Partners range from national and regional governments to institutions, individual schools, school leaders, teachers and students.

In Vietnam, VVOB is currently implementing the following programmes/projects:

- Preschool Teachers Apply Language-rich Teaching Skills and Knowledge (TALK) (2022-2026).
- Integrating Play-based Learning Activities for Young learners (iPLAY) (2019-2023).
- Blended Learning for Educators in a Global Network for Development (BLEND) (2021-2023).
- Communities of practice Inspiring Teaching Innovations in the early Education System in Vietnam (CITIES 3) (12/2021 – 11/2022).

This call is for all projects covering the period from 2022 to 2026.

2. Context

VVOB plans to support over 1,000 school leaders, teachers, BOET and DOET who participate in the digital literacy trainings and online PLC trainings in BLEND project with monthly internet support of VND200,000 for 13 months in total.

In addition, VVOB plans to support participants in other projects who join depth interviews, focus group discussions, online trainings for capacity development, monthly mobile phone supports for VVOB staff.

Total budget for internet and mobile support is estimated between **EUR130,000** and **EUR138,500** for the period from April 2022 to December 2026.

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3. Technical provision

VVOB plans to pay internet/ mobile support to participants/ staff by :

- Providing phone card numbers via SMS under VVOB's name. The list of recipients with their mobile phone numbers will be collected and sent to the top-up provider for arrangement.
- Direct top-up service. The list of recipients with their mobile phone numbers will be collected and sent to the top-up provider for arrangement.

The bidder can propose other options that are more suitable but still meet the requirement of VVOB.

VVOB VN 2022 002 - ANNEX B

Price list in VND with mixed price setting							
Description	Price setting*	Unit	Minimum quantity	Maximum Quantity	Unit price (excl. VAT)	VAT	Total price maximum quantity (incl. VAT)
SMS Brand name							
1. Mobifone	EQ	SMS	7200	7800			
2. Vinaphone	EQ	SMS	7200	7800			
3. Viettel	EQ	SMS	7200	7800			
4. Brand name registration fee	GP	lump-sum	1				
5. Setup fee	GP	lump-sum	1				
6. Server maintenance	FQ	month	57				
7. Standard support	FQ	month	57				
8. Brand name maintenance	FQ	month	57				
Top-up 100K							
1. Mobifone	EQ	Card 100k	3600	3900			
2. Vinaphone	EQ	Card 100k	3600	3900			
3. Viettel	EQ	Card 100k	3600	3900			
Top-up 200K							
1. Mobifone	EQ	Card 200k	3600	3900			
2. Vinaphone	EQ	Card 200k	3600	3900			
3. Viettel	EQ	Card 200k	3600	3900			
Total price of the quotation VND :							

(*) price setting : GP : global price
 FQ : fixed quantity
 EQ : estimated quantity. The quantities will be ordered within a range. Only the ordered and provided quantities will be paid during the execution of the contract.

Name of the bidder:
Date:
Signature AND stamp:

Annex C- Independent Services Contract

Between:

VVOB, non-profit association, located at Julien Dillensplein 1, 2A, 1060 Brussels (Belgium), acting through its Viet Nam office, located at 03-05 Nguyen Binh street, Hoa Cuong Nam ward, Hai Chau district, Da Nang city, with VAT number 0104904708;

hereby validly represented by Mrs. Karolina Rutkowska, Country Programmes Manager;

hereafter called **VVOB**;

and:

Name, Legal form with VAT/registration number, with registered office located at **Street Address, Postal code, City (Country)**, hereby validly represented by **Mr./Mrs. Name, Function title**;

hereafter **the Service Provider**;

together **the Parties**;

IT IS AGREED AS FOLLOWS:

VVOB is a non-governmental organization aiming to improve the quality of education in the Global South and in Belgium.

The Service Provider has particular expertise and experience in providing mobile top-up services.

The Parties wish to cooperate for providing mobile top-up services in Vietnam.

Article 1. Subject-matter of the Contract

The Service Provider agrees to provide the Services defined in Article 2 to VVOB on the terms and subject to the conditions provided in this contract (hereafter **the Contract**).

Article 2. Services

2.1 The Service Provider shall perform the following services (hereafter ***the Services***):

As described in ANNEX A: Detailed description of the services

2.2 The Service Provider shall start performing the Services on xx April 2022 and undertakes to complete the Services by 31 December 2026”.

Any postponement of a completion date is only possible with the prior written agreement of VVOB.

Article 3. Fee

3.1 In exchange for the performance of the Services, VVOB shall pay the fee (hereafter ***the Fee***) to the Service Provider based on the unit cost:

As described in ANNEX A: Detailed description of the services

The unit cost will be fixed during the contract term.

3.2 The Fee is inclusive of VAT. The Service Provider must mention the amount of VAT on the invoice. If the Services are exempted from VAT, the Service Provider must state this on the invoice.

3.3 The Fees shall be inclusive of any and all costs and expenses incurred by the Service Provider in rendering Services and performing its duties under this Contract, save for the expenses mentioned in Article 4. The Service Provider shall be solely liable for payment of any and all applicable taxes, fees, levies, and/or withholding liabilities arising from the provision of the Services and/or the payment of any fees and expenses as may be required by the applicable laws. Apart from the Service Fees and any amount specifically stated in this Contract, VVOB shall not be liable for paying any other fee or amount to the Service Provider or any third party, including without limitation the Personnel, suppliers, vendors, agents, or subcontractors of the Service Provider, in any manner.

Article 4. Expenses

The Service Provider is not entitled to any allowances or other benefits from VVOB.

All costs relating to the Services performed under this Contract are deemed to be covered by the Fee set out above. Costs and expenses can only be reimbursed by VVOB if they are reasonable, if they were approved in advance in writing and upon presentation of supporting documents.

The Service Provider shall perform the main part of the Services from its own place of work, using its own office infrastructure, computers, hardware and office equipment, mobile phones, etc.

Article 5. Invoices

- 5.1 The Service Provider will draw up an invoice for the Fee (as described in Article 3) and expenses (if applicable and as described in Article 4) and hand it over or send it to VVOB.

Invoices must be made in accordance with this Contract and are issued after agreement between VVOB and Service Provider that the relevant Services and expenses can be invoiced.

The invoices properly issued by the Service Provider will be payable within thirty (30) calendar days after the date the invoice is received by VVOB. If the invoice states a shorter term, the date mentioned in this Contract is the only binding date.

- 5.2 Supporting documents for all expenses and allowances (if any) must be attached to the invoice.

Supporting documents include the original invoice or bill, a statement of expenditures and a claim form.

If the appropriate documentary evidence is not timely presented, allowances are not due and expenses are not reimbursable by VVOB. If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

- 5.3 Payment is made by means of a bank transfer into the bank account opened in the name of the Service Provider with bank account details:

Account Name: Click or tap here to enter text.

IBAN/Account number: Click or tap here to enter number.

BIC/SWIFT Code: Click or tap here to enter number.

Currency: Click or tap here to enter text.

Bank name: Click or tap here to enter text.

- 5.4 Where advance payments are made, the Service Provider must attach the supporting evidence to the next invoice.

Article 6. Term and termination

- 6.1 This Contract enters into the force on the date of signing and is concluded for a limited duration until:

- 31/12/2026

6.2 Either Party can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter to the other Party in the event that:

- (i) the other Party is in material breach of the Contract; or
- (ii) the other Party ceases to do business or perform its activities, transfers its business or a substantial part of its activities (including through a merger, demerger or similar proceedings) or otherwise terminates its operations; or
- (iii) the other Party becomes insolvent, is the subject of bankruptcy, insolvency, reorganization, liquidation or similar proceedings, is being wound-up or dissolved or makes an assignment for the benefit of creditors.

The following breaches shall in any case be considered as material breaches of the Contract by the Service Provider:

- non-compliance with the obligation to take out insurance (Article 8.2)
- non-compliance with the confidentiality obligations (Article 9)
- any representation or warranty made in this Contract in relation to Sanctions (Article 12) is breached or is determined to be false or misleading in any material respect at any time during the duration of the Contract
- Services have repeatedly been delivered late or have repeatedly not been rendered in compliance with the requirements of the Contract
- the Service Provider's licenses, permits, or approvals to engage in the Services as contemplated under this Contract are expiring, being withdrawn, or becoming invalid for any reason
- If the name of a specific individual for the performance of the Services is mentioned in Article 2 and VVOB does not accept the replacement proposed by the Service Provider.

6.3 If the Services provided do not comply with Article 2 or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be effected pro rata the Services that are compliant and timely and that are also recognized as such by VVOB.

If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

VVOB can in these situations grant a grace period to the Service Provider so as to allow for the necessary adjustments or corrections to be made.

6.4 VVOB can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter to the Service Provider in the case of credible allegations that the Service Provider or any of its Personnel, affiliates or (sub)contractors has violated the Codes of Conduct (as defined in Article 7).

At its own discretion, VVOB can unilaterally decide to temporarily suspend the Contract pending the investigation of any alleged violation of the Codes of Conduct by sending a written notice by registered letter to the Service Provider.

6.5 In the event that the Service Provider is temporarily or permanently unable to perform the Services due to force majeure, the Service Provider shall notify VVOB thereof immediately. The performance of this Contract shall be entirely suspended for the time of such temporary inability. In case of permanent inability, VVOB shall be entitled to terminate this Contract immediately, without giving prior notice and without compensation being due.

6.6 Upon termination of this Contract, the Service Providers shall immediately and on his own initiative return, and shall procure that the Personnel shall return, to VVOB any documents, in written, printed, electronic, or magnetic form, in his possession, that contain proprietary information or Confidential Information (as defined in Article 9) about VVOB or its donors or that are the property of VVOB or its donors.

Article 7. Terms of execution and relationship between the Parties

7.1 The Service Provider shall faithfully and loyally provide the Services to VVOB. The Service Provider shall act in the best interest of VVOB and any persons or organizations related to VVOB or VVOB's activities.

7.2 The Service Provider shall act with the expertise, independence and diligence as may be expected from a professional service provider in the same circumstances. It will also devote all the necessary means, time and effort to its tasks.

7.3 The Service Provider shall carry out this Contract in full compliance with all applicable laws. This includes all applicable international standards and labour law, rules and regulations relating to the employment of national and international staff in connection with the Services.

The Service Provider must comply with all tax and social security obligations relevant to the performance of this Contract, directly and/or through its personnel (employees, volunteers, directors, officers, etc.; hereafter **the Personnel**) and (sub)contractors (if any).

The Service Provider must further ensure compliance with all applicable laws by its Personnel and (sub)contractors.

7.4 The Service Provider must at all times conduct himself in a manner consistent with (i) VVOB's General Code of Conduct, (ii) Code of conduct VVOB's Child protection policy and (iii) Code of

conduct VVOB's Youth protection policy (hereafter **the Codes of Conduct**). The Codes of Conduct are part of VVOB's Integrity Policy which can be found at www.vvob.org.

The Service Provider must further ensure that all Personnel and (sub)contractors involved in the performance of this Contract, as well as any of its affiliates, adhere to the Codes of Conduct.

- 7.5 The Service Provider and its Personnel will carry out the Services independently and autonomously as an independent service provider and without being subordinated to VVOB.

This Contract does not create any relationship of agency, distributorship, partnership or employment between the Parties or between VVOB and any member of the Personnel of the Service Provider. The Service Provider shall not hold itself out as employee, worker, agent or partner of VVOB and shall procure that the Personnel shall not hold themselves out as such.

- 7.6 The Service Provider is free to organise its work and to determine how the Services will be performed.

The Service Provider shall, however, comply with the general guidelines determined by VVOB for the necessities of the co-operation between the Parties and it will regularly consult with and report to VVOB in order to assure the coherence of the Services.

Within these guidelines and provided that the Contract is complied with, the Service Provider shall have the sole and autonomous right to determine and direct the manner, method and time schedule in which the Services are performed.

- 7.7 The Service Provider will use its own Personnel to perform the Services. Subcontracting is not allowed without the prior authorisation in writing from VVOB.

The Service Provider ensures that the Personnel and any (sub)contractors are bound by the Service Provider's obligations under this Contract.

The Service Provider must ensure that the Personnel and subcontractors performing the Services have the necessary training, knowledge and relevant experience. However, the Service Provider remains liable towards VVOB for the proper performance of the Services.

- 7.8 The Service Provider will hire, on its own behalf and for its own account, such Personnel that it deems necessary and capable of assisting it in the performance of the Services.

The Service Provider, in its capacity as the employer or contractor of such persons, will be solely responsible for the management of these persons and will not involve VVOB in such matters.

- 7.9 If the name of one or more specific individual(s) for the performance of the Services is mentioned in Article 2, the Service Provider will supply its Services through such individual(s).

If a specific individual becomes temporarily or permanently unable to perform the Services on behalf of the Service Provider, then the Service Provider will immediately inform VVOB.

The Service Provider has the right to propose to VVOB in writing another person who will provide the Services. VVOB has the right to refuse such a proposal, and to suspend or terminate the Contract. VVOB does not have to justify its refusal.

7.10 The Service Provider is not granted the power to represent VVOB towards any third party, except if authorized thereto by special power of attorney in writing.

Article 8. Insurance

8.1 The Service Provider will pay and indemnify VVOB promptly for all loss, destruction or damage caused by the Service Provider, its Personnel or (sub)contractors in the performance of this Contract.

8.2 The Service Provider must have and maintain in effect, with reputable insurers and in sufficient amounts, insurance against all of the Service Provider's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Service Provider's performance of the Contract).

This will in any case include general liability insurance, workers' compensation and employer's liability insurance and insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

8.3 The Service Provider agrees to refrain from any form of claims against VVOB in case of accidents, theft or attempted theft, baggage loss (incl. laptops or any other valuable objects) and any other events that may occur during the performance of the Services.

Article 9. Confidentiality

9.1 For the purposes of this Contract, **Confidential Information** means any and all confidential, proprietary and other non-public information (whether recorded or not and, if recorded, in whatever form) relating to the activities, assets, properties, services, financial affairs, work methods, participants or contracting parties of VVOB or any donor.

9.2 The Service Provider may not during the Contract (except in the proper performance thereof) and during a period of 10 years after its termination:

- make use or take advantage of, reveal, divulge or otherwise disclose to any person, any of the Confidential Information in its possession;
- copy or reproduce in any form or by or on any media or device (or allow others to copy or reproduce) any documents, disks, tapes or other materials containing or referring to Confidential Information.

9.3 The Service Provider shall not publish nor make any statement to a press representative or publish any content on any websites or social media account about any matter relating to the Services, VVOB or its donor(s), without prior authorization in writing. VVOB and VVOB's donor(s) will be acknowledged as per VVOB's instructions.

Article 10. Ownership of work product and intellectual property rights

10.1 All intellectual property rights created during the performance of this Contract and within the limits of this Contract will vest in VVOB unconditionally and immediately upon their creation. Accordingly, the Service Provider assigns to VVOB with full title guarantee (including, without limitation, by way of an assignment of future intellectual property rights) all intellectual property rights, worldwide and for their entire legal duration.

Only VVOB is entitled to fulfil the necessary formalities in order to obtain actual legal and factual protection with respect to the work product, works, performances, or any other creations or inventions achieved under this Contract.

The Fees received by the Service Provider are also intended to fully compensate the Service Provider for the assignment set out in this article and for all methods of exploitation of the works and work product, known or unknown at the signing of this Contract.

10.2 The Service Provider will not oppose modifications that VVOB deems fit to bring to the work product, works, performances, or any other creations or inventions achieved under this Contract, except for modifications that would be liable to prejudice the Service Provider's honour or reputation.

10.3 VVOB grants to the Service Provider a royalty-free, non-exclusive, non-transferable licence to use the intellectual property rights on the work product during the term of this Contract solely to provide the Services. The Service Provider grants to VVOB a royalty-free, non-exclusive, non-transferable licence to access any other documents and information used by it in the performance of the Services.

Article 11. Data Protection

The Service Provider shall not process any personal data on behalf of VVOB. If VVOB should in the future directly or indirectly transfer personal data to the Service Provider, the Service Provider shall promptly enter into a data processing agreement with VVOB. With regard to these personal data, the Service Provider will act as data processor and VVOB will act as data controller.

Article 12. Compliance with Sanction laws and other obligations

12.1 The Service Provider represents and warrants that neither it nor any Personnel, affiliates or (sub)contractors:

- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury’s Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury’s Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the “Sanctions”)
- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

Article 13. Due diligence

VVOB shall have the right, from time to time as VVOB may reasonably deem appropriate, to perform reasonable due diligence on the Service Provider and any (sub)contractors for the purpose of verifying compliance with this Contract and any donor requirements. The Service Provider, its Personnel and (sub)contractors shall provide information and cooperate with VVOB in connection with any reasonable request related to VVOB's due diligence of the Company.

Article 14. Salvatory clause

The provisions of this Contract are independent from each other and the invalidity of one clause does not affect the validity of the others.

In the event that one of the provisions of this Contract is held to be invalid, this provision shall be deemed to be substituted by operation of law by a new one which makes it possible to achieve the same result, at least a similar result.

Article 15. Applicable laws and settlement of disputes

This Contract is subject to Vietnamese law.

Any dispute regarding the validity, interpretation or performance of this Contract shall fall within the exclusive jurisdiction of the the Courts of Vietnam. The Parties undertake to use their best endeavours to reach on an amicable settlement before going to court.

Article 16. Annexes

Letter of Annex	Description of Annex
A	Detailed description of Services

Drawn up in Da Nang, on [Click or tap to enter a date](#) in two copies, each Party recognizing having received one copy thereof.

For VVOB

For the Service Provider

Karolina Rutkowska

Country Programmes
Manager

VVOB

[Name](#)

[title](#)

[Organisation](#)

**Please initial each page*

ANNEX D

Declaration on honour concerning the grounds for exclusion

Reference of the procurement:

I, the undersigned [*insert name of the person signing this form*]:

declares it its own name (*if the economic operator is a natural person or in the case of a declaration by a director or a person with powers of representation, decision-making or control over the economic operator*)

or

declares as representative of (*if the economic operator is a legal person*)

full legal name (*for legal persons only*)

Full legal form (*for legal persons only*):

full official address:

company registration number:

that the company or organisation that he (or she) represents / he (or she):

- a) has not been the subject of a final judgment on the merits for one of the following offences:
 - i. participation in a criminal organisation
 - ii. corruption
 - iii. fraud
 - iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
 - v. money laundering or terrorist financing
 - vi. child labour and other forms of trafficking in human beings
 - vii. employment of illegally staying third-country nationals
- b) is not bankrupt or in receivership, has not ceased or suspended trading, is not subject to a court settlement or other arrangement with creditors and is not involved in any similar proceedings under national laws and regulations;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and any country in which it has operations, in the country of the contracting authority and in the country where the contract is to be performed;
- e) that (s)he will conduct (her)(him)self at all times in compliance with VVOB's Codes of Conduct referred to in the call for quotations. The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.
- f) that neither it nor any personnel, affiliates or (sub)contractors:
 - is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")
 - is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.

- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
 - has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.
- g) that, should the contract be awarded, he (she) will provide on request proof for one or more of the above mentioned situations.

Full Name, Date, Signature and Stamp