

CALL FOR QUOTATIONS

PUBLIC PROCUREMENT	Reference VVOB_2023_005 Object : provide printing services for TALK materials at high quality.
PROCEDURE	Negotiated procedure without publication but with an announcement ¹

1. CONTRACTING AUTHORITY and CONTACT

VVOB Vietnam Office

1 Da Phuoc 8 street, Ngu Hanh Son dist., Danang, Vietnam. Tel: +84 (0)236 3923332

Contact persons for questions about this call :

VN procurement team (procurement.vn@vjob.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 : Financial quotation (detailed price list)
- Annex C : service contract
- Annex D: declaration of honour

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

In accordance with Article 39 of the Royal Decree, the fact of submitting an offer constitutes an implicit declaration on honour that the bidder is not in one of the situations of exclusion referred to in Articles 67 to 69 of the Law (Belgian Law of 17 June 2016 on public contracts (Official Gazette of 14 July 2016) and the Royal Decree of 18 April 2017 on public contracts in the conventional sectors (Belgian Official Gazette of 9 March 2017)).

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:

- i. participation in a criminal organisation,
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- 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.

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

d. Compliance with Sanctions Laws

The bidder represents and warrants by submitting an offer 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.

Evidence to be submitted by the tenderer : declaration on honour in ANNEX D. By submitting their offer, the bidder and the head of organization of the bidder give their express consent to a vetting of the person or legal entity and head of the organization and any other individual named in the proposal by VVOB by subjecting them to a sanctions list screening using cloud-based software.

4. QUALITATIVE SELECTION CRITERIA

The selection criteria (qualitative selection) are the following.

Description: The bidder has the capability of **printing** a variety of materials including booklets, notebooks and leaflets. The bidder has also an availability of specialty techniques that are required by VVOB in Annex A.

Evidence to be submitted by the bidder:

- A valid company registration in the printing service/area.
- A Portfolio that includes 3 similar works and reference contacts of those similar works.

5. SUBMISSION AND CONTENT OF THE QUOTATION

The signed and stamped quotations must be submitted in Vietnamese or English by e-mail to procurement.vn@vvoob.org by **09:00 am 19 June** and mention in object: 'quotation ref **VVOB_2023_005_Name of Company**'.

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 quotation must consist of the following documents and information:

a. Administrative section of the quotation, including at least

- i. proof regarding compulsory grounds for exclusion: Annex D
- j. proof of compliance with the tenderer's obligations regarding the payment of taxes and social security contributions: Annex D
- k. declaration on honour concerning compliance with VVOB's Codes of Conduct and compliance with Sanctions Laws: Annex D
- l. proof regarding the qualitative selection criterion: A valid company registration in the printing service/area, and a Portfolio that includes 3 similar works and reference contacts of those similar works.
- m. proof that the signatory is authorised to sign for the company in case that the signatory is from the authorised person.
- n. 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

Bidder please read technical specification in annex A and provide:

- Sample printed hard copies of:
 - School Leadership – Participant Booklet: [1 cover page](#) and [1 content page](#)
 - **1 blank sample kraft** content paper for notebook
 - and [1 sample of leaflet](#)

to send to the following address.

Đào Thị Thu Hằng
VVOB Vietnam
01 Đa Phước 8, Ngũ Hành Sơn Dist., Khuê Mỹ Ward,
Danang city, Vietnam

c. Financial section of the quotation, consisting of

- the completed, signed and stamped 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: Subcontracting is not allowed without the prior authorisation in writing from VVOB.
- 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.

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,
- 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 are not conform will be rejected and will not be admitted tot 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:

- **TECHNICAL CRITERIA (weight 40/100 points):**

Evaluating sample paper	Maximum points	Point allocation explanation
School leadership booklet – cover page	10	<ul style="list-style-type: none"> • Excellent (meet the requirement in Annex A – technical specification without any remarks) = 10 points • Good (meet the requirement in Annex A – technical specification with some acceptable remarks that can be fixed later) = 5 points • Sufficient (only meet the requirement in Annex A - technical specification with some acceptable remarks that cannot be fixed later) = 0 points • Not sufficient = rejected
School leadership booklet – content page	10	
Sample printed leaflet	10	
Sample kraft paper for notebook	10	

- **PRICE CRITERION (weight 60/100 points)**

Evaluated on the basis of the proportionality rule whereby the cheapest offer receives 60 points.

Offers that are rejected during the technical evaluation will not be considered for the price evaluation.

15. PRICING AND PRICE COMPONENTS

The quantities are estimated (order as per price list). 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. 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 15% 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: Financial quotation (detailed price list)

Annex C: Service contract

Annex D: Declaration of honour

ANNEX A

Technical specifications

1. Organisational background

VVOB

VVOB – education for development is a non-profit development organisation working towards inclusive quality education in nine countries in Africa, Asia and South America. Through capacity development of ministries of education, we strengthen the professional development of teachers and school leaders in a sustainable way.

TALK Project (“Preschool Teachers Apply Language-rich Teaching Skills and Knowledge”)

Challenge: The school system is currently not equipped to help overcome the disadvantages with which ethnic minority children start school. One of the most pressing is language development.

Theory of Change: Capacitate school leaders and education officials to trigger real change at classroom level: the establishment of language-rich learning environments.

The problem analysis confirms the general context analysis of the Joint Strategic Framework (JSF) for Vietnam in the period 2022-2026 in which specific groups appear to be at high risk of being left behind. Clear geographic, ethnic and gender gaps persist, and inequalities show increasing trends in the fields of learning outcomes and economic empowerment.

This project will strive to contribute to the Sustainable Development Goal (SDG) 4 in general, and the JSF goal to contribute to inclusive and equitable education and improving learning outcomes of all children, children growing up in disadvantaged districts in particular. Improvements in education have a positive multiplier effect for many other SDGs and contextualize with some specific co-benefits for the case of Vietnam (e.g., poverty reduction, access to decent work opportunities, awareness of or resilience to environmental degradation, etc.). Specifically, the project will aim to better prepare vulnerable children to enter the primary school by improving specific competencies in both pre-school teachers and school leaders of pre-schools.

More about VVOB and its programmes can be found on VVOB’s website: <https://vietnam.vvob.org>

2. Technical provisions

2.1. Objectives and scope of the consultancy

The purpose of the present call is to collect quotations from qualified firms to provide printing services according to the technical specifications mentioned in **section 2.2** below.

The contracting authority reserves the right to accept or reject any and all quotations submitted, to negotiate with all qualified respondents, to modify or cancel in whole or in part this call if deemed in VVOB’s best interest to do so. Issuance of this call does not commit VVOB to award a contract, to confirm purchase orders, or to pay costs associated with proposal preparation. The selected procedure is that of an open call for quotations.

2.2. Tasks and deliverables

2.2.1: Objectives and scope of the consultancy

- To provide printing service for **TALK materials: 1) Language Rich Learning Environment (LRLE) Materials, 2) School Leadership (SL) materials, 3) Project leaflets, 4) Process-oriented Monitoring (POM) material and (5) VVOB notebook**. The design will be prepared by VVOB.
- To work with a publisher and process all the paperwork needed for publishing if needed. Publisher who specializes in education sector is preferred.

2.2.2. General technical specifications

- **The LRLE, SL, and POM materials will be printed:**
 - Both sides color printed at A4 size, booklet format, saddle stitch binding/spiral binding.
 - Cover pages: color printed with C200 paper or with equivalent paper quality.
 - Content pages: color printed with high quality Ford paper.at least at 80gsm or equivalent.
- **Project leaflets:** both sides A5 paper, color printed in C250 or at equivalent quality.
- **VVOB notebook:**
 - Cover pages: cardboard paper at 15.5 x 21.5 cm; color printed and laminated with 120gsm kraft paper.
 - Content page: 14.5 x20.5 cm light brown kraft paper at 70gsm or similar quality. Content pages are numbered. There are 12 pages single side printed in black color.

Bidder please go to this online folder to get digital file for printing:

https://drive.google.com/drive/folders/1Xe1FInGct7IG8rp7JcMJVFcufoO3wtby?usp=share_link

The estimated number of pages and total printing quantity of those materials are at following:

	Cover page	Content page* (Min-Max)	Estimated minimum quantity	Estimated maximum quantity
Language Rich Learning Environment (LRLE)				
LRLE - Facilitator booklet 1 (Module 1- 3)	2	52 (47-57)	4000	5300
LRLE – Facilitator booklet 2 (Module 4- 6)	2	57 (51-63)	4590	6100
LRLE – Participant booklet 1 (Module 1- 3)	2	64 (58-70)	4070	5400
LRLE – Participant booklet 2 (Module 4- 6)	2	52 (47-57)	4750	6300
School Leadership (SL)				
SL – Facilitator booklet 1 (Module 1- 3)	2	42 (38-46)	3865	5120
SL – Facilitator booklet 2 (Module 4- 6)	2	35 (32-39)	4110	5450
SL - Participant booklet 1 (Module 1- 3)	2	53 (48-58)	3875	5140
SL - Participant booklet 2 (Module 4- 6)	2	49 (44-54)	4350	5780
POM materials	2	50	500	600
Project leaflet	1		23000	29600
VVOB notebook	2	200	1300	1700

***Note:** The number of pages of LRLE and SL materials can be slightly changed in each printing batch but no more than 10% of the total page number. In the bracket is maximum and minimum page number.

We value your experience in the printing industry. We therefore want to hear your advice on the suggested technical details.

2.2.3. Timeframe and workflow

LRLE and SL materials will be divided into small batches for printing. Tentative planning for batch printing is as below. Actual printing number for each batch can be changed within 10% - 15% compared to these planning numbers.

Timeframe	Language Rich Learning Environment (LRLE) - quantity				School Leadership (SL) - quantity			
	FB1	PB1	FB2	PB2	FB1	PB1	FB2	PB2
Batch 1	48	48						
Batch 2		262						
Batch 3	54	54						
Batch 4	76	76						
Batch 5		171						
Batch 6		259						
Batch 7			41	41				
Batch 8			87	87				
Batch 9				123				
Batch 10				262				
Batch 11			54	54				
Batch 12			76	76				
Batch 13				171				
Batch 14				259				
Batch 15					16	19		
Batch 16						114		
Batch 17						173		
Batch 18							16	26
Batch 19								82
Batch 20								175
Batch 21							16	19
Batch 22								114
Batch 23								173
Batch 24	4500	4500	4500	4500	4500	4500	4500	4500
TOTAL	4678	5370	4758	5573	4516	4806	4532	5089

Below is a tentative workflow proposed by VVOB. Service provider can propose a timeline that is more suitable with their resources but still meet the expected timing of each printing batch.

No.	Activities	Expected timing	Timeline
1	Signing contract	1 working day	June 2023
2	Discuss with VVOB on details of the product	1 working day	June 2023
3	Make and agree on the sample	2 working days	(Depend on printing batch and materials)

4	Process producing	Expected to be within day for small printing batch under 50 ; larger quantity will be aligned with VVOB. VVOB will inform printer at least 3 working days in advance before any larger batch printing.	
5	Deliver printing batch to Ha Noi/ Danang/ Ha Giang/ Quang Tri/ Gia Lai		

2.7. Supervision and monitoring of the service provider

The service provider shall inform to Ms. Dao Thi Thu Hang who will be in charge of the supervision and monitoring of contract. This includes:

- Technical and administrative follow-up of the delivered copies until completion
- Assessment and acceptance of the deliverables
- Review of payment claims and invoices

She will be assisted in these tasks by the steering group/committee set-up for this assignment.

ANNEX B

FINANCIAL QUOTATION

(detail price list)

Prices in VND

Article 1. ANNEX: VVOB – education for development Printing of materials - Call for Quotations <u>Quotation Submission Form</u>	
SUBMISSION of the company:	
Represented by (name and quality of the authorised person who signs this form):	
V.A.T. No.	
Address:	
Phone:	E-mail:

* Bidder please note that the actual total printing quantity can be varied within the estimated maximum and minimum quantity. The variation can affect lightly the batch printing quantity but no more than 15%. The quoted unit price for each batch will remain the same when that quantity change happens.

Quantity for scoring submitting quote					
	Batch 24* (Min-Max)	(B) Unit Price for batch 24	(C) Batch 1-23* (Min – Max)	(D) Unit Price for batch 1-23	Max Total price = max(A) x B + max (C)xD
Language Rich Learning Environment (LRLE)*					
LRLE - Facilitator booklet 1 (Module 1- 3)	(3850-5100)		(150-200)		
LRLE - Facilitator booklet 2 (Module 4- 6)	(3850-5100)		(210-290)		

LRLE - Participant booklet 1 (Module 1- 3)	(3850-5100)		(900-1200)		
LRLE - Participant booklet 2 (Module 4- 6)	(3850-5100)		(900-1230)		
School Leadership (SL)*					
SL - Facilitator booklet 1 (Module 1- 3)	(3850-5100)		(15-20)		
SL - Facilitator booklet 2 (Module 4- 6)	(3850-5100)		(25-40)		
SL - Participant booklet 1 (Module 1- 3)	(3850-5100)		(260-350)		
SL - Participant booklet 2 (Module 4- 6)	(3850-5100)		(500-680)		
	Quantity for scoring submitting quote				
	(E) Total printing quantity (min-max)		(F) Unit price		Max Total Price = F x max E
POM material	500-600				
Project leaflet	23000 - 29600				
VVOB notebook	1300-1700				

TOTAL QUOTE without VAT:
VAT
TOTAL QUOTE with VAT:

The undersigned confirms to be authorized to submit the above information and to agree to all of the specifications of the call for quotations for the “printing service for TALK materials”.

Name, title and signature:

Date:

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 01 Da Phuoc 8, Khue My ward, Ngu Hanh Son 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 printing and delivering services.

The Parties wish to cooperate for providing printing and delivering services in Vietnam.

Article 2. 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 3. Services

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

As described in ANNEX A: Detailed description of the services (call for quotations)

3.2 The Service Provider shall start performing the Services on **xx June 2023** and undertakes to complete the Services by **31 Dec 2026** or upon the services are completed.

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

Article 4. Fee

4.1 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 B: Financial quotation

The unit cost will be fixed during the contract term.

4.2 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.

4.3 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 5. 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 5. 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 6. Invoices

6.1 The Service Provider will draw up an invoice for the Fee (as described in Article 4) and expenses (if applicable and as described in Article 5) 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.

6.2 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.

6.3 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:

IBAN/Account number:

BIC/SWIFT Code:

Currency:

Bank name:

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

Article 7. Term and termination

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

- 31/12/2026; or
- Upon the services are completed

7.2 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 9.2)
- non-compliance with the confidentiality obligations (Article 10)
- any representation or warranty made in this Contract in relation to Sanctions (Article 13) 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 3 and VVOB does not accept the replacement proposed by the Service Provider.

7.3 If the Services provided do not comply with Article 3 or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be affected 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.

7.4 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 8).

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..

7.5 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.

7.6 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 10) about VVOB or its donors or that are the property of VVOB or its donors.

Article 8. Terms of execution and relationship between the Parties

8.1 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.

8.2 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.

8.3 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.

8.4 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 in Annex C.

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.

- 8.5 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.

- 8.6 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.

- 8.7 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.

- 8.8 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.

- 8.9 If the name of one or more specific individual(s) for the performance of the Services is mentioned in Article 3, 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.

- 8.10 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 9. Insurance

9.1 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.

9.2 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.

9.3 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 10. Confidentiality

10.1 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.

10.2 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.

10.3 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 11. Ownership of work product and intellectual property rights

11.1 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.

11.2 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.

11.3 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 12. 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 13. Compliance with Sanction laws and other obligations

13.1 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 14. 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 15. 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 16. 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 Courts of Vietnam. The Parties undertake to use their best endeavours to reach on an amicable settlement before going to court.

Article 17. Annexes

Letter of Annex	Description of Annex
A	Detailed description of the services (Call for quotations)
B	Financial quotation (detailed price list)
C	VVOB's integrity policy

Drawn up in Da Nang, on dd/mm/yyyy 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