

CALL FOR QUOTATIONS

PUBLIC PROCUREMENT

Reference VVOB 2024_002

Object: Service provider of Translation and Interpretation for VVOB Vietnam

PROCEDURE

Negotiated procedure without publication but with the announcement

1. CONTRACTING AUTHORITY and CONTACT

VVOB Vietnam Office

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

Contact persons for questions about this call:

Email: procurement.vn@vvoob.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 to complete
- Annex C : service contract
- Annex D : declaration on honour concerning the grounds for exclusion

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,
- 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 fulfil 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

- Qualitative selection criterion :

Description: The bidders have competency to provide translation and interpretation services relating to the Education sector.

Evidence to be submitted by the bidders:

- A portfolio that shows a minimum of 5-year-experience working in translation and interpretation, working experience in Education sector is a must

The bidders who cannot meet the above Qualitative selection criterion will be rejected

5. SUBMISSION AND CONTENT OF THE QUOTATION

The signed and stamped quotations must be submitted in Vietnamese by e-mail to procurement.vn@vvoob.org before 5PM on 06 May 2024 (and mention in object : 'Name of service provider_quotation ref VVOB 2024 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 May 2024.

The quotation must consist of the following documents and information:

a. Administrative section of the quotation, including at least

- identity of the bidder: Certificate of Achievement/ Graduation Diploma/ 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) (see section 3.c) and proof of Compliance with Sanctions Laws (Annex D)
- proof regarding the qualitative selection criterion
- 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 and the BIC/SWIFT code

b. Technical section of the quotation

Technical offer with the description of the proposed supplies/services

It must also include:

- A portfolio that shows that the bidder has experience in translation and interpretation service for at least 5 years, working experience in Education sector is a must. The technical response statement for all the technical specifications stated in ANNEX A must be signed and stamped (for company)
- A copy of 3 relevant assignments or the list of 3 relevant assignments (translation and interpretation services in education sector) signed in 2022 and 2023 (with name of contractor, contract value, contract duration, telephone number, email address) to be certified by the representative's signature and the bidder's stamp.
- Proposed average time for completion of a translation assignment.
- Translated version of the documents provided by VVOB in ANNEX E

c. Financial section of the quotation, consisting of

- The completed and signed price list provided in ANNEX B
- 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 4 and 5 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 50/100 points)**
 - Evaluated on the basis of the proportionality rule whereby the cheapest offer receives 50 points.
 - Rejected offers during the technical evaluation will not be considered for the price evaluation.
- **TECHNICAL CRITERIA (Weight 50/100 points)**
 - **Technical exclusion criteria without allocation of points**
 - Characteristics of the service: The technical response statement for all the technical specifications stated in ANNEX A must be signed and stamped.
 - Quotations presenting services that do not respond to the service and technical specifications will be rejected.
 - **Technical criteria with the allocation of points (weight 50/100 points)**

Provide trial translated document based on 3 criteria (30 points)

1. Accuracy (10 points): convey the meaning, intent, and tone of the original text. It should faithfully represent the source language and honour the author's style and voice.

2. Concept adaptation (10 points): relatable for Education sector, specifically educational policy and materials creation.

3. Proofreading and editing (10 points): undergo thorough proofreading and editing to eliminate errors, correct any linguistic or grammatical inaccuracies

Provide 3 contracts of translation and interpretation provision with reference contacts within 2022 and 2023, with fully positive feedback (20 points)

- No similar assignment = rejected

Reference check will be executed by VVOB. Proposal scoring below 70% of the 50 points will be rejected.

15. PRICING :

The quantities are estimated (order as per price list), *(if any)* see detailed pricelist to complete in

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

The prices are fixed in the first 12 months

If the contractor wishes to apply a price revision, (s)he shall send its application for the revision of prices applicable from the next month, no later than 7 calendar days before the start of the new period.

The application for the price revision shall be supplemented by:

- a proposal for recalculating the prices on that basis,
- all elements necessary to verify price revision.

In the absence of a disagreement by VVOB before the deadline, the price revision will apply in accordance with the information sent by the contractor in his letter, and this from the start of the period, for the orders placed thereafter.

VVOB may also require a price revision under the same conditions as those laid down above.

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.

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.

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 for failure to comply with the execution period is done in accordance with Article 301 of the Vietnamese Commercial Law No.36/2005/QH11 of 14 June 2005.

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 Decree 13/2023/ND-CP_protection of personal data in Vietnam effective from 01 July 2023 and 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 to complete

Annex C: service contract

Annex D: declaration on honour concerning the grounds for exclusion

Annex E: Documents for testing bidder's translation

Annex A
Technical specifications

1. Organisational background

Founded in 1982, VVOB is a non-profit organization with 40 years of experience in improving quality education systems from a rights-based perspective. VVOB currently has long term partnerships with education actors in multiple countries in South America, Africa and South-East Asia alongside its head office location in Belgium

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) (2024-2025)

This call is for the period from May 2024 to December 2026.

VVOB Vietnam would like to find a translation and interpretation provider to support us in the smooth implementation of VVOB project activities.

2. Services and technical specifications

The vendor provides the following tasks. All tasks require close contact and continuous communication with VVOB staff.

No.	Task	Requirements
1.	Confirm service availability	Within 3 hours after receiving email request from VVOB during working hours.
2.	Ensure timely notification and replacement when the service provider is unable to fulfil their obligation to provide services for a scheduled event	Inform VVOB no less than 48 hours prior to the commencement of the event and secure replacement interpreter(s) of comparable proficiency and expertise to ensure the continuity and quality of services.
3.	Cultivate professionalism in service delivery	<p>Interpretation services:</p> <ul style="list-style-type: none"> - Conduct thorough preparations prior to each event - Arrive at the event venue no less than 30 minutes before the scheduled start time - Adhere to appropriate attire standards for all events - Maintain a positive and professional demeanor throughout service provision <p>Translation services:</p> <ul style="list-style-type: none"> - Maintain a positive and professional demeanor throughout service provision - Ensure timely completion of translations according to agreed-upon deadlines - Incorporate feedback from VVOB to refine translation techniques and style

4.	Provide VAT invoice and other required documents (confirmation on services provided with vendor and VVOB staff's signature) for payment.	Monthly payment. Documents required for payment should be sent to VVOB no later than 7 days after a month ends.
----	--	---

OTHER REQUIREMENTS:

- Main location: Ha Noi, Da Nang and online via email. The service provider may be required to extend interpretation services to various cities/provinces. It is essential that the service provider maintains a base of operations either in Hanoi or Danang. In instances where events are scheduled outside the service provider's base city/province, VVOB will cover accommodation and travel expenses in accordance with its established cost norms.

3. Contract duration

- Services should be provided from May 2024 to December 2026

ANNEX B
Detailed Pricelist

No.	Category	Unit	Price (VND – exclude VAT)	Maximum expected quantity	Total	Note
1.	Written document (word, PDF, power point, video subtitle)	350 words per page (based on source language)		1000		
2.	Simultaneous interpretation	1 day		10		
3.	Simultaneous interpretation	half-day		10		
Sub-total						
VAT						
Total						

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 01Da 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 car rental services.

The Parties wish to cooperate for providing car rental services with drivers in central provinces of Vietnam for VVOB 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 May 2024 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 B: Financial quotation

During the execution of the contract, the unit cost may be revised upon the agreement between VVOB and the Service Provider and based on the market prices and in case the inflation rate is at least 5%.

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. In the case of cabin interpretation services, VVOB will provide sufficient cabin equipment for the Service Provider.

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:

IBAN/Account number:

BIC/SWIFT Code:

Currency:

Bank name:

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 120) 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 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.

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: https://vietnam.vvob.org/sites/vietnam/files/2021_vvob_integrity_policy_-_web.pdf.

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 hereby 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, with effect from the date of creation thereof.

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 Service Provider shall do and execute, and procure the doing and executing of, each necessary act, document or thing that may reasonably be necessary to perfect the right, title and interest of VVOB in and to such intellectual property rights.

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.

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. To the extent permitted under applicable law, the Service Provider for this purpose waives absolutely, irrevocably and unconditionally in favour of VVOB, or any successor in title, any moral rights which may vest in it, so far as is legally possible, any broadly equivalent rights it may have anywhere in the world.

10.2 VVOB grants to the Service Provider a royalty-free, non-exclusive, non-transferable, non-sublicensable 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, non-sublicensable licence to access any other documents and information used by it in the performance of the Services.

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. Data collection

On or about the date hereof, the Service Provider and VVOB shall enter into a data processing agreement regarding the personal data transferred by VVOB to the Service Provider in connection with the performance of the Services, in accordance with Annex D. With regard to these personal data, the Service Provider will act as data processor and VVOB will act as data controller.

During the execution of this contract, VVOB may collect and process personal data of the Service Provider. VVOB commits to ensuring the safety and protection of the Service Provider's personal data in accordance with Vietnamese legal regulations and/or the GDPR regulation, whichever offers the greatest protection for the data subject.

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 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
B	Financial quotation

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