



# Call for Quotations

*Learning Partner for the development and piloting  
of an inclusive education innovation in Vietnam*

## PUBLIC PROCUREMENT SUMMARY

Reference	VVOB_2025_003
Object	Learning Partner for the development, piloting, and evaluation of an inclusive education innovation in Vietnam
For VVOB	Vietnam
Nature	Services
Description of the services/supplies to be provided	See point 2. (subject matter and the scope of procurement)
Procedure	Negotiated procedure without prior publication but with announcement
Deadline for submitting quotations	August 4 <sup>th</sup> , 2025 See in email or other distribution channels
Contract duration	1 year
Estimated start date	September 2025
Information session and/or site visit	Online Information Session 15:00-16:00 (VN time) July 25 <sup>th</sup>
Conditions to participate	See point 3.3.8.1 (exclusion grounds) See point 3.3.8.2 (qualitative selection criteria)
Content of the quotation	See point 3.3.1 (data to be included in the quotation)
Technical and financial evaluation criteria	See point 3.3.8.3 (award criteria)
Contact person for questions	<a href="mailto:Kelsey.carlton@vvob.org">Kelsey.carlton@vvob.org</a> with <a href="mailto:procurement.vn@vvob.org">procurement.vn@vvob.org</a> in copy

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# 1. GENERAL PROVISIONS

## 1.1. CONTRACTING AUTHORITY

The contracting authority of this public procurement contract is VVOB Belgium, non-profit organisation, with its registered office at Julien Dillensplein 1, 1060 Brussels, Belgium, acting through its office: VVOB Vietnam office, 01 Da Phuoc 8 Street, Ngu Hanh Son district, Danang, Vietnam, Tel: +84 (0)2363923332.

For this procurement contract, the lead office is VVOB Vietnam, represented by Mrs. Karolina Rutkowska, Country Programmes Manager of VVOB Vietnam, who will sign the award letter, and if applicable the service contract following the procurement process, and who is mandated to do so and to represent VVOB towards third parties.

## 1.2. RULES GOVERNING THE PROCUREMENT

The specific administrative and contractual provisions that apply to the public procurement contract and procedure are, among others:

- The Law of 17 June 2016 on public procurement contracts (Law Public Procurements)
- The Law of 17 June 2013 on justifications, notifications and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors (RD 2)
- The Royal Decree of 14 January 2013 establishing the general implementation rules for public procurement contracts and for concessions for public works (RD 1)

An all-encompassing overview of all applicable Belgian regulations regarding the public contracts is available for consultation through the website [www.publicprocurement.be](http://www.publicprocurement.be).

This contract is equally 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 their bid.
- All laws and regulations concerning the requested products and materials (e.g. 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.
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;
- VVOB's Codes of Conduct.

Any 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.

### **1.3. PROCESSING OF PERSONAL DATA BY THE CONTRACTING AUTHORITY**

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Quotations with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

The bidder undertakes to comply strictly with the obligations provided for by the GDPR and Belgian law on the protection of personal data, regarding the processing of data entrusted to them 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.

We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

### **1.4. CONFIDENTIALITY**

The bidder and/or contractor as well as the contracting authority are bound to secrecy towards third parties with regards to any confidential information obtained within the framework of this procurement, and will not disclose this information without obtaining the necessary written prior consent of the other party. An exception is made for the disclosure of confidential information to third parties that are involved in the assignment, in which case parties undertake to adequately inform the involved parties of their confidentiality obligations and their required compliance as such.

### **1.5. GENERAL CONDITIONS OF SALE**

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

See service contract in Annex.

## **2. SUBJECT MATTER AND SCOPE OF THE PROCUREMENT**

This procurement is a contract for services of a learning partner for the development, piloting, and evaluation of an inclusive education innovation in Vietnam and is not divided into lots. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions.

### **2.1. Overview of the Project**

In order to gain a better understanding of the inclusive education space in Vietnam, VVOB has developed an add-on to its current TALK programme. VVOB will build on its previous successful

initiative Process-oriented child monitoring (POM) and expand it for use in inclusive education: 'POMIE'. This add-on for inclusive education consists of three main result areas:

1. Analysis of inclusive education in Vietnam, Southeast Asia, and globally. This includes:

1.1 Desk review of key policies, programmes, and government strategies on inclusive education in Vietnam and Southeast Asia

1.2 Interviews and focus group discussion of key stakeholders to gain insights on how inclusive education is conceptualized and implemented in Vietnam

1.3 Literature review of inclusive education best practices globally

2.1.2. 2. Analysis of how VVOB's current interventions (POM and LRLE) provide opportunities for adaptation for inclusive education. This includes: 2.1 Discussions with TALK partners on this topic2.2 Document analysis

3.1 Development and Piloting of POMIE

3.1 Series of development and consultation workshops to develop POMIE

3.2 Rapid iteration and testing of POMIE in classrooms

3.3 Pilot study with 30 teachers implementing POMIE

3.4 Evaluation of POMIE pilot

The consultant for this assignment will be responsible for item 3.4 as underlined above as well as contributing to the other activities as outlined in the objectives below. The other activities are listed only for the consultant's reference to see how the assignment fits into the larger project.

## 2.2. Objectives for this assignment

The consultant for this assignment will act as a learning partner to VVOB in the development and piloting of the "POMIE."

The objective of this consultancy is to provide **expert consultation and advice to the VVOB team during the development stage and conduct an evaluation of the POMIE pilot. This consists of the following activities:**

- Kick off site visit with VVOB to enhance understanding of VVOB's initiatives and approach (on site in Vietnam)
- Once a month online meeting with VVOB to provide expert feedback and advice during the development and piloting of POMIE. This minimally includes:
  - Reviewing of POMIE materials during development
  - Bringing in international best practices on inclusive education to support development
  - Suggesting revisions of the POMIE materials
  - Suggestions for piloting trajectory
- Develop and lead an evaluation of the POMIE pilot



- (with VVOB) Develop evaluation criteria for the POMIE pilot on two levels:
  - the effectiveness of the piloting process
  - the effectiveness of POMIE as a solution for inclusive education (in Vietnam)
- Conduct baseline and endline evaluations
- Provide recommendations on:
  - the piloting process
  - the POMIE solution

### 2.3. Deliverables & Activities

Activity	Date	Description and quality criteria
Activity 1	Between September- November 2025	Kick-off site visit with VVOB Vietnam to enhance understanding of VVOB's initiatives and approach.
Activity 2	Monthly  September 2025- September 2026	<p>Once/twice a month online meeting with VVOB to provide expert feedback and advice during the development and piloting of POMIE.</p> <p>Consultant can propose and include in their proposal trip(s) to Vietnam for some of these key meetings.</p> <p>Proposed meeting topics and work (the consultant can add or adjust these ideas in their proposal as they see fit with their overall plan).</p> <p>Meeting 1 (September) Kick off meeting (Activity 1)</p> <p>Meeting 2 (September) Consultant presents draft evaluation plan, agree upon evaluation questions and process.</p> <p>Meeting 3 (October): Prior to meeting, review the draft POMIE materials, come to the meeting with feedback on the materials.</p> <p>Meeting 4 (November): Consultant presents draft baseline findings</p> <p>Meeting 5 (December): Reflection with VVOB on capacity building trajectory thus far.</p> <p>Meeting 6 (January): Prior to meeting, review new version of POMIE materials, come to the meeting with feedback on the materials.</p>



		<p>Meeting 7 &amp; 8 (February &amp; March) Reflection meetings with VVOB during pilot.</p> <p>Meeting 9 (April): Discuss upcoming endline measurement.</p> <p>Meeting 10 (May): Conduct endline measurement, check in meeting as needed</p> <p>Meeting 11 (June): Meeting to present endline findings</p> <p>Meeting 12 (July): Final presentation with recommendations to VVOB</p> <p>Meeting 13 &amp; 14 (August &amp; September): Reflection meetings on how to improve POMIE solutions for future projects based on recommendations from endline report.</p>
Deliverable 1: Evaluation Plan	26 September 2025	<p>Consultant will provide a plan for conducting the POMIE pilot evaluation.</p> <p>Quality Criteria:</p> <ul style="list-style-type: none"> <li>• Clear, logical, and feasible in terms of methodology, aligned with assignments objectives</li> <li>• Detailed protocol for data collection (interview, FDG, observation tools, etc, when applicable)</li> <li>• Clear evaluation criteria</li> <li>• Demonstrate how data collection will take place in Vietnam (travel, use of translators, key stakeholders, etc.)</li> <li>• Clear and logical sampling strategy</li> </ul>

		<ul style="list-style-type: none"> <li>• Ethical considerations (e.g., informed consent, anonymity, data protection) are addressed</li> <li>• Inclusion of a professional interpreter or sub-contracted researcher to support in the Vietnamese-English translations needed for the evaluation.</li> </ul> <p><b><i>The consultant is expected to collaborate with VVOB in the process of creating this evaluation plan, particularly in terms of co-developing the evaluation criteria. This evaluation draft plan should be presented to VVOB in an online meeting at least one week before the due date in order to receive feedback for adjustments. Revisions of the evaluation plan can be requested by VVOB in line with the quality criteria. VVOB can request the consultant to present the final evaluation plan to the VVOB team and/or relevant project partners.</i></b></p> <p><b><i>Payment for deliverable 1 includes successful completion of the meetings prior to this date (2) as listed in activities 1 &amp; 2.</i></b></p>
Deliverable 2: Baseline report	<p>Conduct baseline: 31 October 2025</p> <p>Reporting: 30 November 2025</p>	<p>The consultant will submit the report for baseline findings. This part is mainly focused on current inclusive education practices in the classroom, capacity skills and mindset of teachers and school leaders regarding inclusive education.</p> <p>Quality Criteria:</p> <ul style="list-style-type: none"> <li>• Clear, logical, complete, and accurate.</li> <li>• Organized with clear headings, logical flow, and an executive summary</li> <li>• Visual aids (e.g., tables, graphs, diagrams) used appropriately to support key points and readability</li> <li>• Goes beyond description to identify patterns, strengths, and key gaps, presenting a comprehensive situation as-is</li> <li>• Offers thoughtful interpretation of what findings mean for inclusive education efforts</li> </ul>

		<ul style="list-style-type: none"> <li>Includes practical, evidence-informed implications or considerations for next steps in the project</li> </ul> <p><b><i>The draft baseline report should be presented to VVOB via an online meeting at least one week before the due date in order to receive feedback for adjustments. Revisions of the baseline report can be requested by VVOB in line with the quality criteria. VVOB can request the consultant to present the final baseline report to the VVOB team and/or relevant project partners.</i></b></p> <p><b><i>Payment for deliverable 2 includes successful completion of the meetings prior to this date (2) as listed in activity 1.</i></b></p>
Deliverable 3: Final report	<p>Conduct endline: 29 May 2026</p> <p>Reporting: 30 June 2026</p>	<p>The consultant will submit the final evaluation report for the development and piloting of POMIE (Process-Oriented Monitoring for Inclusive Education). This report must include:</p> <ul style="list-style-type: none"> <li>Baseline and endline findings on inclusive education practices at the school level</li> <li>An evaluation of the piloting process, including successes, challenges, and lessons learned</li> <li>Strategic recommendations for VVOB regarding future piloting efforts and next steps for POMIE</li> </ul> <p>Quality Criteria:</p> <ul style="list-style-type: none"> <li>Findings are well-organized, internally coherent, and factually correct</li> <li>All required components (baseline, endline, process evaluation, and recommendations) are present and thorough</li> <li>Uses credible, well-documented data sources (e.g., observations, interviews, surveys)</li> <li>Includes a transparent explanation of methods, sampling, and limitations</li> <li>Shows clear linkage between data and conclusions</li> </ul>

		<ul style="list-style-type: none"> <li>• Visual aids (e.g., tables, graphs, diagrams) used appropriately to support key points and readability</li> <li>• Reflects the Vietnamese education context, with sensitivity to local practices, language, and inclusive education norms</li> <li>• Highlights what worked and what didn't in the pilot</li> <li>• Explores barriers, enablers, adaptations made, and stakeholder feedback</li> <li>• Recommendations are feasible, clearly derived from findings, and tailored to VVOB's future decision-making</li> <li>• Includes short-term and long-term suggestions for POMIE refinement and expansion</li> </ul> <p><b><i>The consultant is expected to present a draft final report to VVOB in an online meeting at least 1 week before the deadline to receive feedback and inputs. Revisions of the endline report can be requested by VVOB in line with the quality criteria.</i></b></p> <p><b><i>Payment for deliverable 3 includes successful completion of the meetings prior to this date (7) as listed in activity 1.</i></b></p>
Deliverable 4: Presentation of final report to VVOB	31 July 2026	<p>The consultant will present the overall findings and recommendation to VVOB and/or relevant partners in an online or in person meeting.</p> <p><b><i>Payment for deliverable 4 includes successful completion of the final meetings (3) as listed in activity 1.</i></b></p>

## 3. PROCEDURES FOR THE PROCUREMENT CONTRACT

### 3.1. AWARD PROCEDURE

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

## 3.2. CONTACT PERSON, SITE VISIT AND INFORMATION SESSION

Contact persons for questions about this call: Ms. Kelsey Carlton, [kelsey.carlton@vvob.org](mailto:kelsey.carlton@vvob.org) with [procurement.vn@vvob.org](mailto:procurement.vn@vvob.org) in copy.

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.).

Site visit: no site visit provided.

Information session:

- Information session (optional before submission of the quotation)
- Date and time: July 25; 15:00-16:00 (VN time)
- Place: Online :  
<https://us06web.zoom.us/j/88698250753?pwd=sqNi2EjrDjHwTlnleABgZmmFkbsG0Z.1>

## 3.3. QUOTATIONS

### 3.3.1. Data to be included in the quotation

The quotation must consist of the following documents and information:

- Administrative section of the quotation, including at least**
  - identity of the bidder: business name, legal form, nationality, address, telephone number, email address, contact person and Tax Identification Number, Social Security Number.
  - proof regarding compulsory grounds for exclusion (see requested documents in point 3.3.8.1.a)
  - proof of compliance with the tenderer's obligations regarding the payment of taxes and social security contributions (see requested documents in point 3.3.8.1.b)
  - declaration on honour concerning compliance with VVOB's Codes of Conduct (see point 3.3.8.1.c) and compliance with Sanctions Laws (see point 3.3.8.1.d) and compliance with United Nations regulations (see point 3.3.8.1.e)
  - proof regarding the qualitative selection criterion (see point 3.3.8.2)
  - proof that the signatory is authorised to sign for the company
  - account number with denomination on which the payments must be made, stating the name and address of the bank and the BIC/SWIFT code
- Technical section of the quotation**

Technical offer with the description of the proposed supplies/services

It must also include:

  - Approach, description of the services, justification of proposed choices, workplan, timeline and adherence to timeline, proposed experts or consultants (CVs, etc.) for the execution of the contract. This should also clearly show evidence of relevant expertise, especially in inclusive education.evidence of relevant expertise, especially in inclusive education

- Financial section of the quotation, consisting of**

- the completed and signed price list provided in ANNEX A.
- (Unit) price, excluding VAT
- VAT amounts per unit
- (Unit) price, including VAT
- Total amount of the quotation, including VAT, expressed in numbers and in full characters.
- The quotation should include all potential costs of the assignment including consultant fee and travel costs, field costs including travel costs/incentives for participants of the evaluation (survey, interview, etc) in accordance with VVOB's cost norms in annex D.
- A detailed quotation is required, clearly breaking down the following elements:  
Consulting unit rate (per day), number of working days, and number of experts involved in each activity/deliverable.  
Logistics cost including travel, accommodation, meal, meeting venues, interpretation, etc for each activity/deliverable. This should also include all related field costs during evaluations, including travel costs/ incentives for participants of the evaluation (survey, interview, etc).

### **3.3.2. Subcontracting, price reductions, variants and options**

- Recourse to subcontractors: The use of subcontracting is not allowed without VVOB's written agreement.

### **3.3.3. 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 of BAFO.

### **3.3.4. Pricing and price components**

#### PRICING:

The quantities are fixed (contract with global price)

The prices are mentioned in EUR. 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. The proposed price includes all possible applicable taxes and/or levies.

Prices 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 can be carried out by VVOB.

### **3.3.5. Submission of the quotations**

#### **3.3.5.1. Offers submitted by email**

The signed quotations must be submitted in English by email to [procurement.vn@vvob.org](mailto:procurement.vn@vvob.org) before 17:00 (Vietnam time), 04 August, 2025 and mention in object: 'VVOB\_2025\_003\_Name of consultant'.

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 1<sup>st</sup> September 2025

#### **3.3.5.2. Derogation from Article 14, § 7 of the Law on Public Procurements**

Considering article 14, §2, 1° of the law on public procurements, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, §7 of the law.

The nature of the underlying contract in question is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal 'e-Procurement' platform. The technical characteristics may therefore be discriminatory and may restrict economic operators' access to the award procedure, particularly with regard to the speed and quality of the internet connection, as well as the quality of the electricity transmission network. Moreover, the particular formats of electronic signatures envisaged by this platform are not yet compatible with the information and communications technology in use.

#### **3.3.5.3. Languages**

The offers can be submitted in English.

#### **3.3.5.4. A single quote per order**

Irrespective of any variants, the tenderer may only submit one tender per contract.

In this case, each participant in a group of economic participants without legal status as identity is considered as a tenderer.

However, submitting an initial offer does not constitute an obstacle to negotiating, submitting subsequent offers or submitting a BAFO.

The tenderer shall submit their tender in a single copy.

#### **3.3.5.5. End date for the receipt of the offers**

Quotations must be submitted to VVOB before the end date and time for receipt of the quotations.

This limit is specified in the quotation request email



### **3.3.5.6. Late offers**

Offers submitted late will not be accepted.

### **3.3.5.7. Modification or withdrawal of an already submitted offer**

The amendment or withdrawal of an offer that has already been submitted must comply with the provisions of Article 43 of the RD.

### **3.3.6. Opening of the quotations**

The quotation must be in the possession of the contracting authority before the final submission date and time specified in point 2.3.5 'Submission of the quotations'. The tenders shall be opened behind closed doors.

### **3.3.7. Overview of the evaluation procedure and negotiations**

In a first phase, the quotations will be evaluated as to selection (see 3.3.8.1. exclusion grounds and 3.3.8.2. qualitative selection criteria) and to regularity (see 3.3.1. data to be included in the quotation). In application of the art. 76 of the Law, regularising substantial irregularities is possible.

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 do not conform could be rejected, notably in application of article 76 of the Royal decree of 18 April 2017, and could 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, they shall bear full responsibility for ensuring that the documents used correspond exactly to those provided for.

In a second phase, the formally and materially regular quotations will be evaluated as to content by an evaluation commission by applying the award criteria stated in the procurement documents (see 3.3.8.1)

During the second phase, 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. Since the contracting authority reserves the right to negotiate only with the best placed candidates, tenderers are invited to indicate their best price in their tenders.

### 3.3.8. Selection of bidders

#### 3.3.8.1. Exclusion criteria

In accordance with Article 39 of the RD 1, 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 C

##### 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 their obligations relating to the payment of taxes or social security contributions

Evidence to be submitted by the bidder:

A declaration on honour in ANNEX C

##### 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 themselves 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](http://www.vvob.org):  
[https://www.vvob.org/sites/belgium/files/2024\\_integrity\\_policy\\_vvob.pdf](https://www.vvob.org/sites/belgium/files/2024_integrity_policy_vvob.pdf)

The Codes of Conduct may be updated on a regular base and it is the bidder's responsibility to ensure compliance at all times.

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 their 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 C

**d. Compliance with Sanctions Laws**

The bidder represents and warrants by submitting an offer that neither they 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 they are located, organised 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 C. By submitting their offer, the bidder and the head of organisation of the bidder give their express consent to a vetting of the person or legal entity and head of the organisation and any other individual named in the proposal by VVOB by subjecting them to a sanctions list screening using cloud-based software.

**e. Compliance with United Nations regulations**

The bidder declares by submitting an offer that they comply with all applicable laws, rules and regulations; industry standards; ILO and UN conventions, including but not limited to the UN Universal Declaration of Human Rights; the UN Convention on the Rights of the Child; the UN convention on Elimination of Discrimination against Women; the UN Global Compact; the UN Convention against Corruption and the OECD Guidelines for Multinational Enterprises.

Evidence to be submitted by the tenderer: declaration on honour in ANNEX C

**3.3.8.2. Qualitative selection criteria**

The selection criteria (qualitative selection) are the following.

- Clear expertise and familiarity with inclusive education, preferably in early childhood.
- Experience working in or with projects in the Global South, preferably in SE Asia.
- Experience conducting pilot studies and evaluations.

Evidence to be submitted by bidder:

- CV(s) of consultant(s)
- All relevant degrees/ certificates

- Proofs of relevant projects/ studies conducted (for example, one of the followings: reference letter, letter of appreciation, signed project/study reports, contact information of reference, etc)

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

### **3.3.8.3. Award 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:

#### **3.3.8.3.1. TECHNICAL CRITERIA**

##### **Technical criteria with allocation of points (weight 60/100 points)**

Sub-criterion	Max. score
The proposal is clear and in line with the outlined objectives for this assignment.	10
The proposal is appropriate to the context of Vietnam	10
The proposed methodology and approach are suitable and clear	10
The proposal clearly demonstrates expertise in the area of inclusive education, particularly in early childhood education	10
The proposal demonstrates an understanding of how inclusive education works in different countries	10
The proposal is realistic in terms of timing and working days and in line with the proposed delivery dates	10

Proposed teams scoring below 60% of the 60 points will be rejected

Scoring rules: The contracting authority assesses this award criterion on the basis of the strong and weak elements of the submitted documents. In doing so, the contracting authority does not merely make a mathematical or quantitative addition of the established strong and weak elements, but expresses its global assessment of the tenders on the basis of an overall assessment. The contracting authority first awards a provisional score on the basis of the mutual comparison of the tenders. After awarding a provisional score, each retained tender is then awarded a definitive score using the following formula: For the technical proposal (60 points) "definitive score = " [ " provisional score current tender " /(" provisional score best tender " ) " x 60 points"

#### **3.2.8.3.2. PRICE CRITERION (weight 40/100 points)**

Evaluated on the basis of the proportionality rule whereby the cheapest offer receives 40 points.

Offers that were rejected during the technical evaluation are not considered during the price evaluation.

#### **3.3.8.4. 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.

#### **3.3.8.5. Concluding the procurement contract**

The service provider is invited by email to sign the completed service contract in Annex B. The contract is thereafter confirmed by sending a notification letter.

## **4. SPECIAL CONTRACTUAL PROVISIONS**

### **4.1. PLACE OF DELIVERY, DURATION AND END OF THE CONTRACT**

See service contract in Annex B.

### **4.2. EXTENSIONS AND REPETITIONS**

Extensions: without object

Repetitions: without object (not possible)

### **4.3. TERMS OF PAYMENT**

See service contract in Annex B

### **4.4. BIDDER RESPONSIBILITIES DURING THE EXECUTION OF THE CONTRACT**

See service contract in Annex B.

### **4.5. DELAY PENALTIES**

The imposition of delay penalties for failure to comply with the execution period is done in accordance with Article 154 of the Belgian Royal Decree of 14 January 2013.

### **4.6. BAIL**

No bail is required for this contract.

### **4.7. DISPUTES**

See service contract in Annex B

### **4.9. INTELLECTUAL PROPERTY**

See service contract in Annex B.

## 4.10. MODIFICATIONS OF THE CONTRACT (ART 37 TO 38/19 RD 1)

### 4.10.1 The value of the change is minimal (38/4)

The contracting authority has the right to change the initial tender unilaterally if the following conditions are respected: 1° the scope of the contract remains unaltered; 2° the modification is limited to 10 % of the initial awarded amount. The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

### 4.10.2 Replacement of the contractor (Art. 38/3)

Provided that they meet the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3. The contractor submits their request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge. The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

### 4.10.3. Price revision (Art. 38/7)

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

### 4.10.4. Unforeseen circumstances (Art. 38/9)

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian Government or donors to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article.

## ANNEXES

<i>ANNEX A.</i>	<i>Quotation</i>
<i>ANNEX B.</i>	<i>Service contract template</i>
<i>ANNEX C.</i>	<i>Declaration on honour template</i>
<i>ANNEX D.</i>	<i>Cost norm</i>